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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

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June 3, 2025

Her Excellency, Governor Kelly A. Ayotte
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 **Retroactive**, **Sole Source** contracts with the contractors listed below in an amount not to exceed $15,758,674 to provide supported housing to individuals who have serious mental illness and lack permanent housing options in the community, with the option to renew for up to four (4) additional years, effective retroactive to May 1, 2025, upon Governor and Council approval through June 30, 2027. 100% General Funds.

Contractor Name	Vendor Code	Area Served	Individual Contractor Price Limitation	Shared Price Limitation (5/1/25-6/30/25)	Shared Price Limitation (SFY 2026-SFY 2027)	Contract Amount
Northern Human Services (Conway, NH)	177222	Region 1	$791,456	$85,000	$8,452,122	$9,328,578
West Central Services, Inc. DBA West Central Behavioral Health (Lebanon, NH)	177654	Region 2	$423,782			$8,960,904
The Lakes Region Mental Health Center, Inc. (Laconia, NH)	154480	Region 3	$1,017,798			$9,554,920
Riverbend Community Mental Health, Inc. (Concord, NH)	177192	Region 4	$474,150			$9,011,272

Monadnock Family Services (Keene, NH)	177510	Region 5	$679,494			$9,216,616
The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health (Nashua, NH)	154112	Region 6	$1,351,522			$9,888,644
The Mental Health Center of Greater Manchester, Inc. (Manchester, NH)	177184	Region 7	$376,690			$8,913,812
Seacoast Mental Health Center, Inc. (Portsmouth, NH)	174089	Region 8	$191,246			$8,728,368
Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County (Dover, NH)	177278	Region 9	$1,281,618			$9,818,740
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management (Derry, NH)	174116	Region 10	$633,796			$9,170,918
		Total:	**$7,221,552**	**$85,000**	**$8,452,122**	**$15,758,674**

Funds are available in the following accounts for State Fiscal Year 2025, and are anticipated to be available in State Fiscal Years 2026 and 2027, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget

line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

The purpose of this request is for the Contractors to provide supported housing to individuals who have serious mental illness and lack permanent housing options in the community through administration of the Housing Bridge Subsidy and Supported Housing Expanded programs. This request is **Sole Source** because the Contractors are the only contractors able to provide the necessary services due to their role as the State's designated Community Mental Health Centers (CMHCs) providing direct services to individuals with serious mental illness who are in need of stable housing pursuant to RSA 135-C:61, III and RSA 135-C:5, I, and in accordance with New Hampshire Administrative Rule He-M 406, Housing Bridge Subsidy Program. This request is **Retroactive** to allow for reimbursement of rent subsidy payments made by the Contractors in May and June. A budget shortfall was identified in late May and the Department is responsible for covering all rent payments, therefore this request addresses the funding gap.

The Housing Bridge Subsidy Program provides supported housing to people who have serious mental illness. The purpose of supported housing is to reduce institutionalization by combining mental health outreach services with a subsidy to help pay rent. The rental subsidy terminates when the individual receives a Section 8 Housing Choice Voucher. This program has served a role in the significant progress made in the Mission Zero initiative, which is focused on reducing hospital emergency department boarding of people waiting for a designated receiving bed to become available. Accordingly, in order for a person to be eligible for the housing bridge subsidy program, the person must apply for the Section 8 Housing Choice Voucher. In addition to the price limitation for each individual Contractor, these contracts include a shared price limitation for all Contractors to bill to support rental vouchers. This enables flexibility for individuals enrolled in the program to select apartments in their community of choice. Total budgets vary by CMHC based on the number of housing specialists designated to the region and the model(s) of supported housing approved for the region.

During State Fiscal Years 2026 and 2027:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program (HBSP) and the Integrative Housing Voucher Program (IHVP). These supported housing programs for adults with mental illness provide a designated housing specialist and rental vouchers for rent. Both programs are temporary and terminate when the individual receives a permanent housing voucher. Eligibility criteria for HBSP is outlined in He-M 406 and the Integrative Housing Voucher Program enrolls individuals with criminal records who are otherwise not eligible for HBSP.

- Approximately 63 individuals will be served annually statewide through the Supported Housing Expanded program, which makes available a minimum of six (6) beds per participating CMHC to provide both short term and long term supportive housing to adults with serious mental illness.

- Three (3) beds will be available through Northam House, a specialty residential program administered by Community Partners of Strafford County, which serves individuals 18 years and older who are dually diagnosed with a serious mental illness and developmental disability and/or acquired brain disorder.

- Approximately 50 individuals will be served annually through the A Place to Live Program, a housing support program administered by Greater Nashua Mental

Health Center at Community Council, which provides ongoing assistance including one-time security deposits, eviction prevention assistance, and short-term rental subsidies paired with community mental health support services.

The Department will monitor service delivery and will review monthly data and progress reports as well as quarterly and annual reports.

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

Should the Governor and Council not authorize this request, individuals with serious mental illness who are at risk of institutionalization will not have the resources to pay for safe housing and will not have access to appropriate mental health supports to remain safely housed. These services are not merely supportive resources; they are critical components of the mental health system that help individuals and families with their health related social needs, that when addressed, support treatment teams' capacity to navigate complex care needs and prevent crises. Also of critical concern, the absence of the supported housing programs would put the State out of compliance with requirements of the Community Mental Health Agreement (Amanda D. Settlement) to facilitate 600 supported housing units met largely through the Housing Bridge Subsidy Program.

Respectfully submitted,

for Lori A. Weaver
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$395,728	$0	$395,728
2027	102/500731	Contracts for Program Services	92204117	$395,728	$0	$395,728
		Sub-total		$791,456	$0	$791,456

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$211,891	$0	$211,891
2027	102/500731	Contracts for Program Services	92204117	$211,891	$0	$211,891
		Sub-total		$423,782	$0	$423,782

Lakes Region Mental Health Center, Inc. (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$508,899	$0	$508,899
2027	102/500731	Contracts for Program Services	92204117	$508,899	$0	$508,899
		Sub-total		$1,017,798	$0	$1,017,798

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$237,075	$0	$237,075
2027	102/500731	Contracts for Program Services	92204117	$237,075	$0	$237,075
		Sub-total		$474,150	$0	$474,150

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$339,747	$0	$339,747
2027	102/500731	Contracts for Program Services	92204117	$339,747	$0	$339,747
		Sub-total		$679,494	$0	$679,494

Community Council of Nashua, N.H. DBA Greater Nashua Mental Health Center at Community Council (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$675,761	$0	$675,761
2027	102/500731	Contracts for Program Services	92204117	$675,761	$0	$675,761
		Sub-total		$1,351,522	$0	$1,351,522

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$188,345	$0	$188,345
2027	102/500731	Contracts for Program Services	92204117	$188,345	$0	$188,345
		Sub-total		$376,690	$0	$376,690

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$95,623	$0	$95,623
2027	102/500731	Contracts for Program Services	92204117	$95,623	$0	$95,623
		Sub-total		$191,246	$0	$191,246

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$640,809	$0	$640,809
2027	102/500731	Contracts for Program Services	92204117	$640,809	$0	$640,809
		Sub-total		$1,281,618	$0	$1,281,618

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2026	102/500731	Contracts for Program Services	92204117	$316,898	$0	$316,898
2027	102/500731	Contracts for Program Services	92204117	$316,898	$0	$316,898
		Sub-total		$633,796	$0	$633,796
			Total Family Support Services	***$7,221,552***	***$0***	***$7,221,552***

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2025	102/500731	Contracts for Program Services	92204117	$85,000	$0	$85,000
2026	102/500731	Contracts for Program Services	92204117	$4,226,061	$0	$4,226,061
2027	102/500731	Contracts for Program Services	92204117	$4,226,061	$0	$4,226,061
		Sub-total		$8,537,122	$0	$8,537,122
			Grand Total	***$15,758,674***	***$0***	***$15,758,674***

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone Number 603-447-3347	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $9,328,578. This amount is inclusive of shared price limitations as specified in Exhibit C.
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: Madelene P. Costello D3A9F40DC2E34DF... Date: 5/30/2025		1.12 Name and Title of Contractor Signatory Madelene Costello — Board Presidenta	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442... Date: 5/30/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox — Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734814941460...		On: 6/2/2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS Madelene P. C

Date 5/30/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

DS

Contractor Initials

Date 5/30/2025

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Contractor Initials

Date 5/30/2025

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

DS

Contractor Initials

Date 5/30/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 1 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least one (1) full-time HBSP Housing Specialist. The HBSP Housing Specialist must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialist maintains a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialist must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

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

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

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

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

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

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

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

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

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

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1.4.23.4.; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

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

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

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

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. Supported Housing Expanded Program

1.5.1. The Contractor must operate a supported housing program for adults with serious mental illness, that includes:

1.5.1.1. Independent living units for a minimum of three (3) individuals with approximately 120 calendar days average length of stay; and

1.5.1.2. In-Home providers for a minimum of three (3) individuals.

1.5.2. The Contractor must ensure referrals for this program are prioritized for the following individuals:

1.5.2.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living conditions;

1.5.2.2. Individuals being discharged from New Hampshire Hospital or Glencliff Home;

1.5.2.3. Individuals with dual diagnosis of a severe mental illness and developmental disability who are ready to discharge from a community residence; and

1.5.2.4. Individuals requiring short-term housing assistance to stabilize their living situation.

1.5.3. The Contractor must ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

1.5.4. The Contractor must ensure discharge planning begins within 30 calendar days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor must ensure discharge planning includes, but is not limited to:

1.5.4.1. Initial assessment of the individual's ability to live independently.

1.5.4.2. Input of wants and needs from the client, and guardian if applicable.

1.5.4.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

1.5.5. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.5.5.1. Ensure compliance with policies implemented; and

1.5.5.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.5.6. The Contractor must submit quarterly reports to the Department and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements including, but not limited to:

1.5.6.1. Total number of vacant and occupied beds during the reported period.

1.5.6.2. Total number of individuals referred, admitted and discharged during the reporting period.

1.5.6.3. Length of stay upon discharge.

1.5.6.4. All referral source(s) and discharge locations.

1.5.6.5. Programmatic offerings.

1.5.6.6. Reasons for any denials from entry.

1.6. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.7. Maintenance of Fiscal Integrity

1.7.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.7.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.7.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.7.1.2.1. All revenue sources and expenditures; and

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

1.7.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

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

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

1.7.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

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

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

1.7.3.1. Days of Cash on Hand:

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

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

1.7.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.7.3.2. Current Ratio:

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

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

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

1.7.3.3. Debt Service Coverage Ratio:

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

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

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

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

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

1.7.3.4. Net Assets to Total Assets:

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

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

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

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

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

1.7.4. If the Contractor does not meet either:

1.7.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.7.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

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

1.7.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

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

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

1.7.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.8. Reduction or Suspension of Funding

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

1.8.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.8.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

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

1.8.1.2.2. Crisis services for all individuals.

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

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

1.9. Elimination of Programs and Services by Contractor

1.9.1. Not including service reductions collaboratively addressed in Section 1.8. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.9.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

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

1.10. The Contractor must participate in meetings with the Department as requested by the Department.

1.11. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.12. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.13. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.14. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.15. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.16. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide

for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

1.16.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.17. Background Checks

1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.17.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.18. Confidential Data

1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the

Department's Information Security Requirements Exhibit as referenced below.

1.18.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.19. Privacy Impact Assessment

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

1.19.1.1. How PII is gathered and stored;

1.19.1.2. Who will have access to PII;

1.19.1.3. How PII will be used in the system;

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

1.19.1.5. Privacy practices.

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

1.20. Department Owned Devices, Systems and Network Usage

1.20.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.20.1.9. Agree when utilizing the Department's email system:

1.20.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.20.2. Workspace Requirement

1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.21. Contract End-of-Life Transition Services

1.21.1. General Requirements

1.21.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.21.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.21.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.21.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain

in effect until the Data Transition is accepted as complete by the Department.

1.21.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.21.2. Completion of Transition Services

1.21.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.21.3. Disagreement over Transition Services Results

1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in

accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. Credits and Copyright Ownership

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement: "The

preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

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

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.

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

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 further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.govor mailed to:

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

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

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

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

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

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

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.

11.2.1. 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.

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

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Northern Human Services

Budget Request for: Supported Housing

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 0.00%

Line Item	Housing Bridge (SFY 2026)	Supported Housing Expanded Program (SFY 2026)	Housing Bridge (SFY 2027)	Supported Housing Expanded Program (SFY 2027)
1. Salary & Wages	$64,883	$0	$64,883	$0
2. Fringe Benefits	$27,481	$0	$27,481	$0
3. Consultants	$0	$0	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0
5.(e) Supplies - Office	$0	$0	$0	$0
6. Travel	$7,500	$8,260	$7,500	$8,260
7. Software	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$0
8. (c) Other - Other (specify below)	$0	$0	$0	$0
Client Funds	$0	$0	$0	$0
Criminal Records Checks	$1,000	$0	$1,000	$0
Daily Subsidy Fees	$0	$240,900	$0	$240,900
Facility Fit Up Costs	$0	$0	$0	$0
Miscellaneous Expenses	$0	$15,000	$0	$15,000
Rental Occupancy Costs	$0	$6,154	$0	$6,154
Rental Payments	$0	$0	$0	$0
Rental Vouchers	$0	$0	$0	$0
Staff Recruitment	$0	$0	$0	$0
Unit Damage	$0	$7,000	$0	$7,000
Utilities	$0	$17,550	$0	$17,550
9. Specialty Housing Provisions	$0	$0	$0	$0
10. Subrecipient Contracts	$0	$0	$0	$0
Total Direct Costs	$100,864	$294,864	$100,864	$294,864
Total Indirect Costs	$0	$0	$0	$0
Subtotals	$100,864	$294,864	$100,864	$294,864
			TOTAL	**$791,456**

DS

Contractor Initials: _____

Date: 5/30/2025

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

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

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

V. LOSS REPORTING

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

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

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

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

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

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

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

6. Identify incident/breach notification method and timing;

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov , after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Northern Human Services
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D96B04C63442...	DocuSigned by: Madelene P. Costello D3A0F46DC2E34DF...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Madelene Costello
Name of Authorized Representative	Name of Authorized Representative
Director	Board Presidenta
Title of Authorized Representative	Title of Authorized Representative
5/30/2025	5/30/2025
Date	Date

Contractor Initials DS Madelene P. Costello

Date 5/30/2025

Docusign Envelope ID: 0A407248-1B1F-4311-8A0C-D14EA7722E68

State of New Hampshire

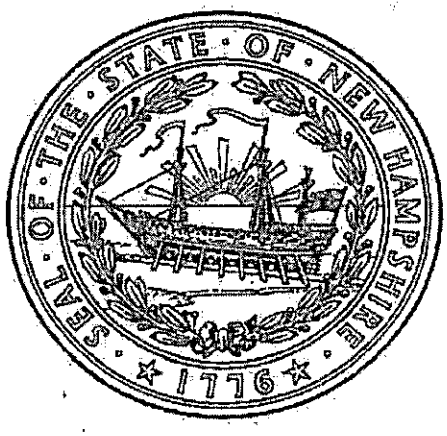
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that NORTHERN HUMAN SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 03, 1971. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62362**

Certificate Number: **0007148238**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 3rd day of April A.D. 2025.

David M. Scanlan
Secretary of State

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CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on January 7, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Madelene Costello, President, Dorothy Borchers, Vice President, or Tom Pitts, Treasurer (may list more than one person) (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 5/28/25

Signature of Elected Officer
Name: Georgia Caron
Title: Secretary

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NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/03/2025

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

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

PRODUCER	CONTACT NAME: Christine A Skehan	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: Christine.Skehan@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	INSURER B : Philadelphia Insurance Company	32204
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2674093019	03/31/2025	03/31/2026	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$20,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2674097019	03/31/2025	03/31/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR			PHUB907132021	03/31/2025	03/31/2026	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Insurance

Employees of Northern Human Services share in the limits of Insurance of the Entity.

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

**Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/26/2024

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

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

PRODUCER	CONTACT NAME: Christine A Skehan	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: Christine.Skehan@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : NH Employers Insurance Company	13083
INSURED Northern Human Services, Inc. 87 Washington Street Conway, NH 03818-6044	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		ECC60040004322024A	09/30/2024	09/30/2025	x PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N						E.L. EACH ACCIDENT	$500,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
State of NH Department of Health and Human Services 129 Pleasant St Concord, NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Statement of Mission

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

Statement of Vision

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

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Financial Statements

NORTHERN HUMAN SERVICES, INC.

FOR THE YEARS ENDED JUNE 30, 2023 AND 2022
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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NORTHERN HUMAN SERVICES, INC.

FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Northern Human Services, Inc.

Report on the Financial Statements

Opinion

We have audited the accompanying financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2023 and 2022, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2023.

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

Basis of Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Northern Human Services, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Northern Human Services, Inc.'s ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditors' Responsibility for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions,

misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

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

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues and expenses on pages 28 – 36 and accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* on page 37, are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of functional revenues and expenses and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 30, 2024, on our consideration of Northern Human Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Northern Human Services, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Northern Human Services, Inc.'s internal control over financial reporting and compliance.

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Report on Summarized Comparative Information

We have previously audited Northern Human Services, Inc.'s 2022 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated May 30, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2022, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone, McDonnell & Roberts,
Professional Association

March 30, 2024
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2023 AND 2022

ASSETS

	2023	2022
CURRENT ASSETS		
Cash and cash equivalents, undesignated	$ 21,034,112	$ 24,125,943
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of $348,000 and $213,000 for 2023 and 2022, respectively	1,818,367	1,630,376
Grants receivable	133,871	921,033
Assets, limited use	712,862	726,917
Due from related party	91,582	-
Prepaid expenses and deposits	144,517	201,166
Total current assets	24,253,513	27,923,637
PROPERTY AND EQUIPMENT, NET	406,761	375,056
OTHER ASSETS		
Investments	2,376,577	2,184,839
Right of use asset, operating	214,606	-
Total other assets	2,591,183	2,184,839
Total assets	$ 27,251,457	$ 30,483,532

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 1,156,282	$ 1,325,789
Accrued payroll and related liabilities	459,537	1,465,707
Compensated absences payable	850,164	740,191
Other grants payable	1,114,041	2,307,279
Refundable advances	117,620	111,255
Deferred revenue	166,342	388,399
Refundable advances, maintenance of effort	101,803	631,469
Client funds held in trust	363,191	427,648
Due to related party	-	422,343
Current portion of right of use liability, operating	61,320	-
Total current liabilities	4,390,300	7,820,080
LONG TERM LIABILITIES		
Right of use liability, operating, net of current portion	153,286	-
Total liabilities	4,543,586	7,820,080
NET ASSETS		
Net assets without donor restrictions		
Undesignated	22,132,211	22,087,818
Board designated	318,202	318,202
Total net assets without donor restrictions	22,450,413	22,406,020
Net assets with donor restrictions	257,458	257,432
Total net assets	22,707,871	22,663,452
Total liabilities and net assets	$ 27,251,457	$ 30,483,532

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2023 Total	2022 Summarized
PUBLIC SUPPORT				
State and federal grants	$ 3,504,762	$ -	$ 3,504,762	$ 2,251,017
Other public support	577,793	-	577,793	704,252
Local and county support	434,201	-	434,201	495,045
Donations	57,315	-	57,315	69,645
Total public support	4,574,071	-	4,574,071	3,519,959
REVENUES				
Program service fees	43,969,706	-	43,969,706	44,145,561
Production income	31,674	-	31,674	71,325
Other revenues	483,258	-	483,258	320,685
Total revenues	44,484,638	-	44,484,638	44,537,571
Total public support and revenues	49,058,709	-	49,058,709	48,057,530
EXPENSES				
Program Services:				
Mental health	12,361,875	-	12,361,875	11,678,621
Developmental services	29,255,639	-	29,255,639	25,991,352
Total program services	41,617,514	-	41,617,514	37,669,973
General management	7,676,654	-	7,676,654	7,526,323
Total expenses	49,294,168	-	49,294,168	45,196,296
EXCESS (DEFICIENCY) OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	(235,459)	-	(235,459)	2,861,234
NON-OPERATING INCOME				
Investment return (loss)	200,418	-	200,418	(326,044)
Interest income	79,184	276	79,460	12,905
Net assets released from restrictions	250	(250)	-	-
Total non-operating income	279,852	26	279,878	(313,139)
Change in net assets	44,393	26	44,419	2,548,095
NET ASSETS, BEGINNING OF YEAR	22,406,020	257,432	22,663,452	20,115,357
NET ASSETS, END OF YEAR	$ 22,450,413	$ 257,458	$ 22,707,871	$ 22,663,452

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

	2023	2022
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 44,419	$ 2,548,095
Adjustments to reconcile change in net assets		
to net cash from operating activities:		
Depreciation	79,727	87,099
Unrealized (gain) loss on investments	(108,766)	516,823
Realized gain on investments	(32,722)	(141,671)
(Increase) decrease in assets:		
Accounts receivable	(187,991)	2,062,415
Grants receivable	787,162	(696,846)
Assets, limited use	14,055	79,399
Due from related party	(91,582)	-
Prepaid expenses and deposits	56,649	5,731
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	(169,507)	24,808
Accrued payroll and related liabilities	(1,006,170)	(190,951)
Compensated absences payable	109,973	(74,799)
Other grants payable	(1,193,238)	1,381,794
Refundable advances	6,365	1,255
Deferred revenue	(222,057)	105,782
Refundable advances, maintenance of effort	(529,666)	631,469
Client funds held in trust	(64,457)	(41,968)
Due to related party	(422,343)	369,135
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(2,930,149)	6,667,570
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(111,432)	(268,251)
Purchases of investments	(782,752)	(536,028)
Proceeds from sales of investments	791,432	550,005
Reinvested dividends	(58,930)	(49,108)
Change in cash value of life insurance	-	470,832
NET CASH PROVIDED BY (USED IN) INVESTING ACTIVITIES	(161,682)	167,450
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	(3,091,831)	6,835,020
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	24,444,145	17,609,125
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 21,352,314	$ 24,444,145

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2023 Total	2022 Summarized
EXPENSES						
Salaries and wages	$ 8,442,713	$ 7,211,701	$ 15,654,414	$ 4,346,131	$ 20,000,545	$ 17,721,919
Employee benefits	1,437,432	1,372,032	2,809,464	907,217	3,716,681	3,835,303
Payroll taxes	616,524	526,796	1,143,320	315,759	1,459,079	1,286,841
Client wages	73,685	21,115	94,800	-	94,800	96,342
Professional fees	196,539	18,546,617	18,743,156	429,093	19,172,249	18,445,948
Staff development and training	22,232	20,897	43,129	20,765	63,894	47,037
Occupancy costs	279,658	290,135	569,793	660,063	1,229,856	1,186,126
Consumable supplies	166,988	147,751	314,739	74,445	389,184	365,375
Equipment expenses	154,234	115,900	270,134	301,585	571,719	380,143
Communications	196,863	135,004	331,867	52,538	384,405	367,471
Travel and transportation	238,701	622,267	860,968	38,163	899,131	679,412
Assistance to individuals	3,020	75,446	78,466	1,058	79,524	106,064
Insurance	92,687	74,193	166,880	45,982	212,862	194,908
Membership dues	40,848	45,339	86,187	14,280	100,467	113,217
Bad debt expense	385,662	40,218	425,880	-	425,880	358,261
Other expenses	14,089	10,228	24,317	469,575	493,892	11,929
Total expenses	$ 12,361,875	$ 29,255,639	$ 41,617,514	$ 7,676,654	$ 49,294,168	$ 45,196,296

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Adult Outpatient	Outpatient Contracts	Children and Adolescents
EXPENSES				
Salaries and wages	$ 234,352	$ 1,071,910	$ 274,895	$ 1,122,185
Employee benefits	33,883	143,490	34,442	197,562
Payroll taxes	17,727	72,479	20,739	80,785
Client wages	-	-	-	-
Professional fees	4,803	16,073	3,507	38,057
Staff development and training	467	4,496	106	4,169
Occupancy costs	3,586	6,672	1,131	6,685
Consumable supplies	12,664	7,118	1,340	9,969
Equipment expenses	5,802	19,191	3,949	18,992
Communications	1,588	23,171	5,461	22,489
Travel and transportation	513	985	5,248	29,306
Assistance to individuals	539	1,260	-	22
Insurance	3,547	13,479	3,443	12,429
Membership dues	2,884	7,980	1,737	5,518
Bad debt expense	147,516	64,286	-	7,381
Other expenses	61	380	93	486
Total expenses	$ 469,932	$ 1,452,970	$ 356,091	$ 1,556,035

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
EXPENSES				
Salaries and wages	$ 197,336	$ 286,049	$ 440,280	$ 31,600
Employee benefits	34,827	46,413	61,845	11,382
Payroll taxes	14,083	20,226	31,566	2,559
Client wages	-	-	-	-
Professional fees	6,555	15,082	16,360	1,173
Staff development and training	376	4,234	430	42
Occupancy costs	1,715	1,680	36	406
Consumable supplies	662	3,197	2,162	412
Equipment expenses	7,100	5,496	1,425	1,324
Communications	14,432	6,181	11,736	546
Travel and transportation	246	7,426	4,678	139
Assistance to individuals	-	383	-	-
Insurance	5,506	3,462	33	1,494
Membership dues	2,060	1,461	178	373
Bad debt expense	8,170	117	19,285	2,154
Other expenses	4	914	195	1
Total expenses	$ 293,072	$ 402,321	$ 590,209	$ 53,605

See Notes to Financial Statements

Continued

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
EXPENSES				
Salaries and wages	$ 253,041	$ 188,738	$ 46,420	$ 956,901
Employee benefits	60,127	25,280	12,414	193,675
Payroll taxes	18,511	16,574	3,406	71,249
Client wages	-	26,830	-	-
Professional fees	9,975	2,926	458	13,346
Staff development and training	366	182	16	769
Occupancy costs	848	2,681	133	4,874
Consumable supplies	4,136	2,130	9,597	2,516
Equipment expenses	3,429	3,073	528	15,573
Communications	3,958	5,316	456	15,553
Travel and transportation	6,753	26,679	53	41,329
Assistance to individuals	-	-	52	138
Insurance	2,034	1,858	531	10,557
Membership dues	934	795	139	4,014
Bad debt expense	1,381	-	-	25,868
Other expenses	842	7	1	2,676
Total expenses	$ 366,335	$ 303,069	$ 74,204	$ 1,359,038

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Bridge Grant	Victims of Crime Act Program
EXPENSES				
Salaries and wages	$ 586,216	$ 911,095	$ 57,630	$ 378,939
Employee benefits	136,271	204,943	12,827	58,825
Payroll taxes	44,892	66,250	4,156	25,744
Client wages	-	-	-	-
Professional fees	7,485	12,489	1,298	5,152
Staff development and training	243	604	25	780
Occupancy costs	3,148	48,073	128,683	2,259
Consumable supplies	2,868	38,863	1,141	1,989
Equipment expenses	8,571	15,023	922	6,159
Communications	9,346	36,578	2,061	7,031
Travel and transportation	30,268	14,310	5,017	3,864
Assistance to individuals	355	208	-	3
Insurance	6,864	9,884	620	4,672
Membership dues	2,207	3,699	233	1,874
Bad debt expense	15,097	32,651	-	22,252
Other expenses	882	119	300	71
Total expenses	$ 854,713	$ 1,394,789	$ 214,913	$ 519,614

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	System of Care	Other Mental Health Programs	Total Mental Health Programs	2022 Summarized
EXPENSES					
Salaries and wages	$ 972,438	$ 106,068	$ 326,620	$ 8,442,713	$ 6,941,012
Employee benefits	144,046	5,193	19,987	1,437,432	1,400,012
Payroll taxes	68,843	8,092	28,643	616,524	502,477
Client wages	-	-	46,855	73,685	53,718
Professional fees	22,279	274	19,247	196,539	1,430,397
Staff development and training	2,148	1,872	907	22,232	18,997
Occupancy costs	41,696	70	25,282	279,658	363,146
Consumable supplies	5,024	3,494	57,706	166,988	132,296
Equipment expenses	15,027	319	22,331	154,234	110,389
Communications	24,182	384	6,394	196,863	169,881
Travel and transportation	37,551	2,097	22,239	238,701	170,152
Assistance to individuals	60	-	-	3,020	10,323
Insurance	11,375	-	899	92,687	80,580
Membership dues	4,106	83	573	40,848	39,648
Bad debt expense	39,504	-	-	385,662	248,513
Other expenses	449	-	6,608	14,089	7,080
Total expenses	$ 1,388,728	$ 127,946	$ 584,291	$ 12,361,875	$ 11,678,621

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
EXPENSES					
Salaries and wages	$ 474,416	$ 6,279	$ 2,273,859	$ 518,098	$ 116,233
Employee benefits	82,494	3,392	497,409	78,335	12,279
Payroll taxes	35,234	713	169,914	38,744	8,968
Client wages	-	609	12,162	-	-
Professional fees	531,456	1,306	543,497	159,541	21,057
Staff development and training	320	29	7,724	320	51
Occupancy costs	14,256	297	69,448	15,965	733
Consumable supplies	2,765	271	17,714	6,781	1,353
Equipment expenses	7,578	669	49,362	9,487	1,510
Communications	11,689	307	41,283	15,696	402
Travel and transportation	8,659	627	353,631	80,767	11,575
Assistance to individuals	12	-	11,152	110	35
Insurance	5,087	555	24,630	5,951	1,331
Membership dues	21,275	107	11,394	1,037	174
Bad debt expense	-	-	6,275	31,481	318
Other expenses	115	8	5,647	485	202
Total expenses	$ 1,195,356	$ 15,169	$ 4,095,101	$ 962,798	$ 176,221

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Consolidated Services	Combined Day/ Residential Services
EXPENSES					
Salaries and wages	$ 2,132,113	$ -	$ 300,783	$ 879,148	$ 30,609
Employee benefits	369,245	-	89,406	121,901	6,149
Payroll taxes	160,385	-	21,278	53,793	2,196
Client wages	8,344	-	-	-	-
Professional fees	3,182,283	1,702,959	5,746	2,460,447	1,898,907
Staff development and training	7,651	-	269	1,336	14
Occupancy costs	124,104	-	59,542	640	1,472
Consumable supplies	77,618	-	18,581	1,419	10,830
Equipment expenses	31,732	-	7,083	1,858	409
Communications	45,744	-	3,513	5,030	333
Travel and transportation	54,820	-	10,487	84,371	248
Assistance to individuals	2,695	-	-	39,351	90
Insurance	26,179	-	3,038	1,837	314
Membership dues	6,211	-	598	3,757	63
Bad debt expense	2,144	-	-	-	-
Other expenses	1,146	-	217	20	-
Total expenses	$ 6,232,414	$ 1,702,959	$ 520,541	$ 3,654,908	$ 1,951,634

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2022 Summarized
EXPENSES				
Salaries and wages	$ 43,743	$ 436,420	$ 7,211,701	$ 7,527,386
Employee benefits	15,955	95,467	1,372,032	1,746,022
Payroll taxes	3,077	32,494	526,796	571,524
Client wages	-	-	21,115	29,267
Professional fees	284,829	7,754,589	18,546,617	14,395,622
Staff development and training	19	3,164	20,897	16,661
Occupancy costs	764	2,914	290,135	517,697
Consumable supplies	1,021	9,398	147,751	170,398
Equipment expenses	588	5,624	115,900	160,938
Communications	767	10,240	135,004	149,335
Travel and transportation	3,095	13,987	622,267	416,163
Assistance to individuals	-	22,001	75,446	81,137
Insurance	485	4,786	74,193	82,892
Membership dues	62	661	45,339	41,277
Bad debt expense	-	-	40,218	82,355
Other expenses	52	2,336	10,228	2,678
Total expenses	$ 354,457	$ 8,394,081	$ 29,255,639	$ 25,991,352

See Notes to Financial Statements

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NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2023 AND 2022

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

General
Northern Human Services, Inc. (the Organization), is a New Hampshire nonprofit corporation, and was created to develop and provide a comprehensive program of mental health, developmental disabilities, and rehabilitative care to the residents of Northern New Hampshire.

Basis of Accounting
The financial statements of Northern Human Services, Inc. have been prepared on the accrual basis of accounting and, accordingly, reflect all significant receivables, payables and other liabilities.

Basis of Presentation
The Organization is required to report information regarding its financial position and activities according to the following net asset classifications. The classes of net assets are determined by the presence or absence of donor restrictions.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

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

As of June 30, 2023 and 2022, the Organization had net assets with donor restrictions and net assets without donor restrictions.

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

Contributions
All contributions are considered to be available for use without donor restrictions unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as support with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as without donor restrictions.

Cash Equivalents
The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

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

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

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

Vehicles	5 – 10 years
Equipment	3 – 10 years

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

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

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

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

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

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

Advertising
The Organization expenses advertising costs as incurred.

Summarized Financial Information
The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2022, from which the summarized information was derived.

Functional Allocation of Expenses
The costs of providing the various programs and other activities have been summarized on a functional basis. Natural expenses are defined by their nature, such as salaries, rent, supplies, etc. Functional expenses are classified by the type of activity for which expenses are incurred, such as management and general and direct program costs. Expenses are allocated by function using a reasonable and consistent approach that is primarily based on function and use. The costs of providing certain program and supporting services have been directly charged.

Income Taxes
The Organization is exempt from federal income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an organization that is not a private foundation.

FASB ASC 740, Accounting for Income Taxes, establishes the minimum threshold for recognizing, and a system for measuring, the benefits of tax return positions in financial statements, and is effective for Northern Human Services' current year. Management has analyzed Northern Human Services' tax positions taken on its information returns for all open tax years (three years) and has concluded that no additional provision for income tax is required in the Organization's financial statements.

New Accounting Pronouncement
In February 2016, the Financial Accounting Standards Board (FASB) issued ASU 2016-02, *Leases*, to increase transparency and comparability among organizations by recognizing lease assets and lease liabilities on the statement of financial position and disclosing key information about leasing arrangements for lessees and lessors. The standard applies a right of use model that requires all leases with a lease term of more than 12 months to recognize an asset representing its right to use the underlying asset for the lease term and liability to make lease payments to be recorded. The Organization elected not to restate the comparative period. The Organization also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, (iii) initial direct costs for existing leases. The adoption of ASU 2016-02 resulted in the recognition of an operating right of use assets and operating lease liabilities of $214,606 as of June 30, 2023. Results for periods beginning prior to July 1, 2022 continue to be reported in accordance with the Organization's historical accounting treatment. The adoption of ASU 2016-02 did not have a material impact on the Organization's operations or cash flows.

Revenue Recognition

The Organization derives revenues from services provided to its clients. Service revenue is reported at the amount that reflects consideration to which the Organization expects to be entitled in exchange for providing services. These amounts are due from clients and third-party payors. Revenue is recognized as performance obligations are satisfied. Performance obligations are determined based on the nature of the services provided by the Organization and the contract with the client or third-party and are satisfied when the service is performed.

The Organization determines the transaction price based on standard charges for goods and services provided as well as the state contract rate with third-party payors.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2023 and 2022:

	2023	2022
Financial assets at year end:		
Cash and cash equivalents	$ 21,352,314	$ 24,444,145
Accounts receivable, net	1,818,367	1,630,376
Grants receivable	133,871	921,033
Assets, limited use	712,862	726,917
Due from related party	91,582	-
Investments	2,376,577	2,184,839
Total financial assets	26,485,573	29,907,310
Less amounts not available to be used within one year:		
Cash and cash equivalents, board designated	318,202	318,202
Client funds held in trust	363,191	427,648
Net assets with donor restrictions	257,458	257,432
Total amounts not available within one year	938,851	1,003,282
Financial assets available to meet general expenditures over the next twelve months	$ 25,546,722	$ 28,904,028

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately $16,200,000).

3. ASSETS, LIMITED USE

As of June 30, 2023 and 2022, assets, limited use consisted of the following:

	2023	2022
Donor restricted cash	$ 257,458	$ 257,432
Client funds held in trust	363,190	427,648
Employee benefits	92,214	41,837
Total assets, limited use	$ 712,862	$ 726,917

4. PROPERTY AND DEPRECIATION

As of June 30, 2023 and 2022, property and equipment consisted of the following:

	2023	2022
Vehicles	$ 242,373	$ 242,373
Equipment	634,914	523,482
Total property and equipment	877,287	765,855
Less accumulated depreciation	470,526	390,799
Property and equipment, net	$ 406,761	$ 375,056

Depreciation expense totaled $79,727 and $87,099 for the years ended June 30, 2023 and 2022, respectively.

5. INVESTMENTS

The Organization's investments are presented in the financial statements in the aggregate at fair value and consisted of the following as of June 30, 2023 and 2022:

	2023		2022	
	Fair Value	Cost	Fair Value	Cost
Money Market Funds	$ 77,414	$ 77,414	$ 20,487	$ 20,487
Mutual Funds:				
Domestic equity funds	1,163,613	988,750	767,142	703,089
International equity funds	459,261	446,570	336,644	365,625
Fixed income funds	676,289	769,818	1,057,981	1,174,351
Other mutual funds	-	-	2,585	2,691
Total	$ 2,376,577	$ 2,282,552	$ 2,184,839	$ 2,266,243

Investments in common stock and U.S. government securities are valued at the closing price reported in the active market in which the securities are traded. Management considers all investments to be long term in nature.

	2023	2022
Components of Investment Return (Loss):		
Interest and dividends	$ 58,930	$ 49,108
Unrealized gains (losses) on investments	108,766	(516,823)
Realized gains on investments	32,722	141,671
	$ 200,418	$ (326,044)

Investment management fees for the years ended June 30, 2023 and 2022 were $17,224 and $18,533, respectively, and were netted with investment return.

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6. FAIR VALUE MEASUREMENTS

FASB ASC Topic No. 820-10 provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with *FASB ASC 820-10*, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, *ASC Topic 820* establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under *ASC Topic 820* are described as follows:

Level 1 - Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The Organization's financial instruments consist of cash, short-term receivables and payables, and refundable advances. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2023 and 2022.

The following is a description of the valuation methodologies used for assets at fair value. There have been no changes in the methodologies used at June 30, 2023 and 2022.

Mutual Funds: All actively traded mutual funds are valued at the daily closing price as reported by the fund. These funds are required to publish their daily net asset value (NAV) and to transact at that price. All mutual funds held by the Organization are open-end mutual funds that are registered with the Securities and Exchange Commission.

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The table below segregates all financial assets and liabilities as of June 30, 2023 and 2022 that are measured at fair value on a recurring basis (at least annually) into the most appropriate level within the fair value hierarchy based on the inputs used to determine the fair value at the measurement date:

	2023			
	Level 1	Level 2	Level 3	Total
Money Market Funds	$ 77,414	$ -	$ -	$ 77,414
Mutual Funds				
Domestic equity funds	1,163,613	-	-	1,163,613
International equity funds	459,261	-	-	459,261
Fixed income funds	676,289	-	-	676,289
Total investments at fair value	$ 2,376,577	$ -	$ -	$ 2,376,577

	2022			
	Level 1	Level 2	Level 3	Total
Money Market Funds	$ 20,487	$ -	$ -	$ 20,487
Mutual Funds				
Domestic equity funds	767,142	-	-	767,142
International equity funds	336,644	-	-	336,644
Fixed income funds	1,057,981	-	-	1,057,981
Other funds	2,585	-	-	2,585
Total investments at fair value	$ 2,184,839	$ -	$ -	$ 2,184,839

7. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to 100% of pretax or after tax annual compensation up to the maximum annual limit provided by the Internal Revenue Service. All employees who work one thousand hours per year are eligible to participate after one year of employment, as defined by the plan. During the year ended June 30, 2015, the Organization implemented a 2% discretionary contribution allocated each pay period. During the year ended June 30, 2020, the Organization increased the discretionary contribution from 2% to 3%. Contributions by the Organization totaled $452,001 and $437,620 for the years ended June 30, 2023 and 2022, respectively.

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8. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times, may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 for the years ended June 30, 2023 and 2022. At June 30, 2023 and 2022, the Organization had cash balances in excess of FDIC coverage. However, in addition to FDIC coverage, the Organization maintains a tri-party collateralization agreement with its primary financial institution and a trustee. The trustee maintains mortgage-backed collateralization of 102% of the Organization's deposits at its financial institution. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with respect to these accounts.

9. CONCENTRATION OF RISK

For the years ended June 30, 2023 and 2022, approximately 85% and 89% of the total revenue was derived from Medicaid, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

In order for the Organization to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Department of Health and Human Services, Division of Community Based Care Services, Bureau of Behavioral Health, and Bureau of Developmental Services as the provider of services for individuals with mental health illnesses and developmentally disabled individuals, for that region. During the year ended June 30, 2017, the Organization was reapproved as a provider of mental health services with the Bureau of Behavioral Health.

Medicaid receivables comprise approximately 90% and 89% of the total accounts receivable balances at June 30, 2023 and 2022, respectively.

10. LEASE COMMITMENTS

On July 1, 2022, the Organization was required to adopt ASU 2016-02, Leases (Topic 842). As part of implementing ASU 2016-02, the Organization evaluated current contracts to determine which met the criteria of a lease. The right of use (ROU) assets represent the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has elected to discount future cash flows at the risk free borrowing rates commensurate with the lease terms, which was 4.27% at June 30, 2023. At June 30, 2023, the right of use asset and lease liability is $214,606. Common expenses, classified as occupancy costs in the accompanying financial statements, are considered a non-lease component under FASB ASC 842 and are recognized as costs are incurred. The Organization's operating leases are described below:

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from one to five years. Monthly lease payments range from $290 to $12,755. Rent expense incurred under the lease agreements aggregated $1,047,770 and $995,792 for the years ended June 30, 2023 and 2022, respectively.

The Organization elected to use the risk free rate of 4.27% on all operating leases. The weighted average discount rate is 4.27%; the weighted average remaining lease term for operating lease obligations is 2.89 years.

Lease liability maturities as of June 30, 2023 were as follows:

Year Ended June 30	Amount
2024	$ 61,320
2025	59,317
2026	57,816
2027	42,254
2028	12,991
Total undiscounted lease liability	233,698
Less imputed interest	19,092
Total lease liability	$ 214,606

The scheduled future minimum lease payments for operating leases under one year in duration are $847,224 for the year ending June 30, 2024.

See Note 11 for information regarding lease agreements with a related party.

11. RELATED PARTY TRANSACTIONS

The Organization is related to the nonprofit corporation Shallow River Properties, Inc. (Shallow River) as a result of common board membership. Shallow River was incorporated under the laws of the State of New Hampshire on September 13, 1988, for the purpose of owning, maintaining, managing, selling, and leasing real property associated with the provision of residential, treatment, and administrative services for the clients and staff of the Organization.

The Organization has transactions with Shallow River during its normal course of operations. The significant related party transactions are as follows:

Due to/from Related Party

The Organization had a receivable due from Shallow River balance in the amount of $91,582 at June 30, 2023 and a payable due to Shallow River balance in the amount of $422,343 at June 30, 2022, respectively.

Rental Expense

The Organization leases various properties, including office space, and properties occupied by the Organization's clients from Shallow River under the terms of tenant at will agreements. The Organization has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $770,034 for each of the years ended June 30, 2023 and 2022. The Organization also leases space from a board member for $1,200 per month.

Management Fee

The Organization charges Shallow River for administrative expenses incurred on its behalf. Management fee revenue aggregated $74,649 for each of the years ended June 30, 2023 and 2022.

Donation

Although not required by agreement between Shallow River and the Organization, Shallow River generally donates the excess of its revenues over expenses to the Organization. For the year ended June 30, 2023, Shallow River did not make a donation to the Organization but retained its surplus of $405,007 due to future plans of acquiring a new building and for use in future renovation projects and maintenance costs. For the year ended June 30, 2022, Shallow River had a net loss of $247,951 and therefore had no surplus to donate.

12. REFUNDABLE ADVANCES, MAINTENANCE OF EFFORT

The Organization maintains contracted arrangements with multiple Medicaid managed care organizations (MCOs) that provide a set per member per month payment for health care services provided. This system helps manage costs, utilization, and quality of services. The Organization is paid prior to services being provided each month and is required to maintain certain levels of performance. A reconciliation is calculated at year end between the Organization and the MCOs to determine if the Organization has been overpaid compared to actual utilization and services performed, which the Organization would then be required to repay. At June 30, 2023 and 2022, the outstanding capitated payment liability totaled $101,803 and $631,469, respectively.

13. COMMITMENTS AND CONTINGENCIES

The Organization receives funding under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures for the grant were found not to have been made in compliance with the proposal, the Organization may be required to repay the grantor's funds.

Excess funds generated from state and/or Medicaid funded programs may be expended, at the Organization's discretion, to increase or improve service delivery within the program. The excess funds may not be used to increase spending for personnel, professional fees, fringe benefits, or capital expenditures without prior written approval of the State of New Hampshire.

The Organization has contracts with certain third-party payors requiring specific performance to supervise and document certain events relating to client treatment. These agencies periodically audit the performance of the Organization in fulfilling these requirements. If the payments were found not to have been made in compliance with the contracts, the Organization may be required to repay the funds received under the contract.

The Organization ensures its medical malpractice risks on a claims-made basis under a policy, which covers all of its employees. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

Contracts with the State of New Hampshire and various federal agencies require that the properties supported be used for certain programs and/or to serve specified client populations. If Shallow River or the Organization should stop using the property to provide services acceptable to these grantors, the grantors would be entitled to all or part of the proceeds from the disposition of the property. These stipulations affect substantially all of the properties owned by Shallow River. The affected amount and the disposition are determined by negotiation with the granting authority at the time the property is sold.

14. NET ASSETS WITH DONOR RESTRICTIONS

At June 30, 2023 and 2022, net assets with donor restrictions consisted of the following:

	2023	2022
Certificates of Deposit – Memorial Fund	$ 252,417	$ 252,417
Dream Team Fund	2,736	2,963
Income earned on the Memorial Fund	2,305	2,052
Total net assets with donor restrictions	$ 257,458	$ 257,432

15. ENDOWMENT FUND AND NET ASSETS WITH DONOR RESTRICTIONS

As a result of the June 30, 2006 merger of The Center of Hope for Developmental Disabilities, Inc. (Center of Hope), with and into the Organization, the Organization assumed responsibility for certain assets of Center of Hope that are subject to charitable restrictions and designated for particular purposes, namely the Memorial Fund (the Fund).

The Fund was created by the Center of Hope in 1989 for the purpose of seeking out and funding experiences that make life more interesting and full for people with disabilities. In or around 1992, additional funds were added to the Fund as a result of a testamentary bequest of Dorothy M. Walters, for the purpose of providing "maintenance funds" for programs for individuals with mental and developmental disabilities. The Center of Hope interpreted the terms of this bequest as consistent with the purpose of the Fund, and the bequest meets the definition of an endowment fund.

The Not-for-Profit Entities Topic of the *FASB ASC (ASC 958-205* and subsections) intends to improve the quality of consistency of financial reporting of endowments held by not-for-profit organizations. This Topic provides guidance on classifying the net assets associated with donor-restricted endowment funds held by organizations that are subject to an enacted version of the Uniform Prudent Management Institutional Funds Act (UPMIFA). New Hampshire has adopted UPMIFA. The Topic also requires additional financial statement disclosures on endowments and related net assets.

The Organization has followed an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve the principal of the fund and at the same time, provide a dependable source of support for life-enhancing activities of eligible individuals. The Organization will only distribute income generated by the Fund, leaving the original corpus intact.

In recognition of the prudence required of fiduciaries, the Organization only invests the Fund in certificates of deposits, which ensures that a majority of the balance of the Fund is covered by the FDIC. The Organization has taken a risk adverse approach to managing the Fund in order to mitigate financial market risk such as interest rate, credit and overall market volatility, which could substantially impact the fair value of the Fund at any given time.

As of June 30, 2023 and 2022, the endowment was entirely composed of net assets with donor restrictions.

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Changes in endowment net assets (at fair value) as of June 30, 2023 and June 30, 2022 were as follows:

	2023	2022
Certificates of deposit, beginning of year	$ 252,417	$ 252,417
Interest income	253	322
Withdrawals	(253)	(322)
Certificates of deposit end of year	$ 252,417	$ 252,417

16. AMERICAN RESCUE PLAN ACT

During March 2022, the Organization received funds from the State of New Hampshire Department of Health and Human Services from the American Rescue Plan Act to be used for Recruitment, Retention, and Training Programs (RRTP) for direct support workers (DSWs), direct support professionals (DSPs), and immediate supervisors. These were funds allocated for case management agencies for their employees and to pass funds through to subcontractors. During the year ended June 30, 2023, the Organization received and expended $1,303,648 under the grant through payroll and subcontractor expenses. A liability of $1,077,811 related to the program has been recorded in other grants payable on the statement of financial position at June 30, 2023. During the year ended June 30, 2022, the Organization received and expended $802,680 under the grant through payroll and subcontractor expenses. A liability of $1,896,698 related to the program has been recorded in other grants payable on the statement of financial position at June 30, 2022.

17. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

18. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Nonrecognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through March 30, 2024, the date the June 30, 2023 financial statements were available for issuance.

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2023 Total	2022 Summarized
REVENUES						
Program service fees:						
Client fees	$ 344,544	$ 20,309	$ 364,853	$ -	$ 364,853	$ 419,535
Residential fees	105,798	281,739	387,537	-	387,537	346,261
Blue Cross	195,236	65,260	260,496	-	260,496	282,899
Medicaid	11,605,528	30,143,643	41,749,171	27	41,749,198	41,912,045
Medicare	583,686	-	583,686	-	583,686	577,682
Other insurance	542,137	60,892	603,029	6	603,035	561,137
Local educational authorities	-	20,421	20,421	-	20,421	43,504
Other program fees	480	-	480	-	480	2,498
Production/service income	157	31,517	31,674	-	31,674	71,325
Public support:						
Local/county government	365,264	-	365,264	68,937	434,201	495,045
Donations/contributions	51,521	4,629	56,150	1,165	57,315	69,645
Other public support	343,090	-	343,090	-	343,090	397,287
Bureau of Developmental Services and Bureau of Behavioral Health	1,773,611	279,551	2,053,162	17,225	2,070,387	1,435,689
Other federal and state funding	355,409	1,068,254	1,423,663	10,712	1,434,375	815,328
Private foundation grants	231,624	-	231,624	3,079	234,703	306,965
Other revenues	141,484	70,618	212,102	271,156	483,258	320,685
Total revenues	16,639,569	32,046,833	48,686,402	372,307	49,058,709	48,057,530
EXPENSES						
Salaries and wages	8,442,713	7,211,701	15,654,414	4,346,131	20,000,545	17,721,919
Employee benefits	1,437,432	1,372,032	2,809,464	907,217	3,716,681	3,835,303
Payroll taxes	616,524	526,796	1,143,320	315,759	1,459,079	1,286,841
Client wages	73,685	21,115	94,800	-	94,800	96,342
Professional fees	196,539	18,546,617	18,743,156	429,093	19,172,249	18,445,948
Staff development and training	22,232	20,897	43,129	20,765	63,894	47,037
Occupancy costs	279,658	290,135	569,793	660,063	1,229,856	1,186,126
Consumable supplies	166,988	147,751	314,739	74,445	389,184	365,375
Equipment expenses	154,234	115,900	270,134	301,585	571,719	380,143
Communications	196,863	135,004	331,867	52,538	384,405	367,471
Travel and transportation	238,701	622,267	860,968	38,163	899,131	679,412
Assistance to individuals	3,020	75,446	78,466	1,058	79,524	106,064
Insurance	92,687	74,193	166,880	45,982	212,862	194,908
Membership dues	40,848	45,339	86,187	14,280	100,467	113,217
Bad debt expense	385,662	40,218	425,880	-	425,880	358,261
Other expenses	14,089	10,228	24,317	469,575	493,892	11,929
Total expenses	12,361,875	29,255,639	41,617,514	7,676,654	49,294,168	45,196,296
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 4,277,694	$ 2,791,194	$ 7,068,888	$ (7,304,347)	$ (235,459)	$ 2,861,234

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Audit Outpatient	Outpatient Contracts	Children and Adolescents
REVENUES				
Program service fees:				
Client fees	$ 55,879	$ 116,204	$ -	$ 34,150
Residential fees	-	-	-	-
Blue Cross	48,005	79,959	-	60,944
Medicaid	142,759	1,393,401	536,618	2,257,199
Medicare	108,182	397,671	-	-
Other insurance	115,021	319,636	-	70,358
Local educational authorities	-	-	-	-
Other program fees	-	-	-	-
Production/service income	157	-	-	-
Public support:				
Local/county government	58,748	-	-	-
Donations/contributions	11,385	-	-	-
Other public support	-	-	10,885	1,417
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding	-	-	-	-
Private foundation grants	1,500	-	-	-
Other revenues	9,858	-	-	1,800
Total revenues	551,494	2,306,871	547,503	2,425,868
EXPENSES				
Salaries and wages	234,352	1,071,910	274,895	1,122,185
Employee benefits	33,883	143,490	34,442	197,562
Payroll taxes	17,727	72,479	20,739	80,785
Client wages	-	-	-	-
Professional fees	4,803	16,073	3,507	38,057
Staff development and training	467	4,496	106	4,169
Occupancy costs	3,586	6,672	1,131	6,685
Consumable supplies	12,664	7,118	1,340	9,969
Equipment expenses	5,802	19,191	3,949	18,992
Communications	1,588	23,171	5,461	22,489
Travel and transportation	513	985	5,248	29,306
Assistance to individuals	539	1,260	-	22
Insurance	3,547	13,479	3,443	12,429
Membership dues	2,884	7,980	1,737	5,518
Bad debt expense	147,516	64,286	-	7,381
Other expenses	61	380	93	486
Total expenses	469,932	1,452,970	356,091	1,556,035
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 81,562	$ 853,901	$ 191,412	$ 869,833

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
REVENUES				
Program service fees:				
Client fees	$ 13,860	$ 291	$ 20,282	$ 40
Residential fees	-	-	600	-
Blue Cross	2,631	987	669	1,456
Medicaid	214,872	436,238	23,627	14,435
Medicare	13,298	-	-	8,997
Other insurance	21,057	134	894	2,275
Local educational authorities	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	520,991	-
Other federal and state funding	-	-	-	-
Private foundation grants	-	217,876	-	-
Other revenues	-	-	55,782	-
Total revenues	265,718	655,526	622,845	27,203
EXPENSES				
Salaries and wages	197,336	286,049	440,280	31,600
Employee benefits	34,827	46,413	61,845	11,382
Payroll taxes	14,083	20,226	31,566	2,559
Client wages	-	-	-	-
Professional fees	6,555	15,082	16,360	1,173
Staff development and training	376	4,234	430	42
Occupancy costs	1,715	1,680	36	406
Consumable supplies	662	3,197	2,162	412
Equipment expenses	7,100	5,496	1,425	1,324
Communications	14,432	6,181	11,736	546
Travel and transportation	246	7,426	4,678	139
Assistance to individuals	-	383	-	-
Insurance	5,506	3,462	33	1,494
Membership dues	2,060	1,461	178	373
Bad debt expense	8,170	117	19,285	2,154
Other expenses	4	914	195	1
Total expenses	293,072	402,321	590,209	53,605
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (27,354)	$ 253,205	$ 32,636	$ (26,402)

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
REVENUES				
Program service fees:				
Client fees	$ 1,943	$ 857	$ -	$ 21,206
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	11,307	199,045	370,921	1,492,280
Medicare	133	949	-	-
Other insurance	2,294	92	-	-
Local educational authorities	-	-	-	-
Other program fees	480	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	306,516	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	30,158	-	-	21,668
Total revenues	352,831	200,943	370,921	1,535,154
EXPENSES				
Salaries and wages	253,041	188,738	46,420	956,901
Employee benefits	60,127	25,280	12,414	193,675
Payroll taxes	18,511	16,574	3,406	71,249
Client wages	-	26,830	-	-
Professional fees	9,975	2,926	458	13,346
Staff development and training	366	182	16	769
Occupancy costs	848	2,681	133	4,874
Consumable supplies	4,136	2,130	9,597	2,516
Equipment expenses	3,429	3,073	528	15,573
Communications	3,958	5,316	456	15,553
Travel and transportation	6,753	26,679	53	41,329
Assistance to individuals	-	-	52	138
Insurance	2,034	1,858	531	10,557
Membership dues	934	795	139	4,014
Bad debt expense	1,381	-	-	25,868
Other expenses	842	7	1	2,676
Total expenses	366,335	303,069	74,204	1,359,038
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (13,504)	$ (102,126)	$ 296,717	$ 176,116

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Bridge Grant	Victims of Crime Act
REVENUES				
Program service fees:				
Client fees	$ 7,156	$ 8,293	$ -	$ 20,530
Residential fees	-	53,225	-	-
Blue Cross	-	-	-	585
Medicaid	1,612,862	1,890,787	-	167,450
Medicare	54	-	-	18,433
Other insurance	81	-	-	2,655
Local educational authorities	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	330,788
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	188,950	-
Other federal and state funding	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	-	9,883	-
Total revenues	1,620,153	1,952,305	198,833	540,441
EXPENSES				
Salaries and wages	586,216	911,095	57,630	378,939
Employee benefits	136,271	204,943	12,827	58,825
Payroll taxes	44,892	66,250	4,156	25,744
Client wages	-	-	-	-
Professional fees	7,485	12,489	1,298	5,152
Staff development and training	243	604	25	780
Occupancy costs	3,148	48,073	128,683	2,259
Consumable supplies	2,868	38,863	1,141	1,989
Equipment expenses	8,571	15,023	922	6,159
Communications	9,346	36,578	2,061	7,031
Travel and transportation	30,268	14,310	5,017	3,864
Assistance to individuals	355	208	-	3
Insurance	6,864	9,884	620	4,672
Membership dues	2,207	3,699	233	1,874
Bad debt expense	15,097	32,651	-	22,252
Other expenses	882	119	300	71
Total expenses	854,713	1,394,789	214,913	519,614
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 765,440	$ 557,516	$ (16,080)	$ 20,827

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	System of Care	Other Mental Health Programs	Total Mental Health Programs	2022 Summarized
REVENUES					
Program service fees:					
Client fees	$ 43,853	$ -	$ -	$ 344,544	$ 407,764
Residential fees	32,194	-	19,779	105,798	159,391
Blue Cross	-	-	-	195,236	248,349
Medicaid	841,727	-	-	11,605,528	12,077,325
Medicare	35,969	-	-	583,686	577,682
Other insurance	7,640	-	-	542,137	520,285
Local educational authorities	-	-	-	-	3,008
Other program fees	-	-	-	480	2,498
Production/service income	-	-	-	157	61,210
Public support:					
Local/county government	-	-	-	365,264	188,581
Donations/contributions	-	-	40,136	51,521	9,580
Other public support	-	-	-	343,090	222,579
Bureau of Developmental Services and Bureau of Behavioral Health	1,004,928	-	58,742	1,773,611	867,895
Other federal and state funding	-	120,015	235,394	355,409	-
Private foundation grants	-	-	12,248	231,624	163,073
Other revenues	-	7,179	5,156	141,484	50,038
Total revenues	1,966,311	127,194	371,455	16,639,569	15,559,258
EXPENSES					
Salaries and wages	972,438	106,068	326,620	8,442,713	6,941,012
Employee benefits	144,046	5,193	19,987	1,437,432	1,400,012
Payroll taxes	68,843	8,092	28,643	616,524	502,477
Client wages	-	-	46,855	73,685	53,718
Professional fees	22,279	274	19,247	196,539	1,430,397
Staff development and training	2,148	1,872	907	22,232	18,997
Occupancy costs	41,696	70	25,282	279,658	363,146
Consumable supplies	5,024	3,494	57,706	166,988	132,485
Equipment expenses	15,027	319	22,331	154,234	110,389
Communications	24,182	384	6,394	196,863	169,692
Travel and transportation	37,551	2,097	22,239	238,701	170,152
Assistance to individuals	60	-	-	3,020	10,323
Insurance	11,375	-	899	92,687	80,580
Membership dues	4,106	83	573	40,848	39,648
Bad debt expense	39,504	-	-	385,662	248,513
Other expenses	449	-	6,608	14,089	7,080
Total expenses	1,388,728	127,946	584,291	12,361,875	11,678,621
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 577,583	$ (752)	$ (212,836)	$ 4,277,694	$ 3,880,637

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
REVENUES					
Program service fees:					
Client fees	$ -	$ -	$ -	$ 12,002	$ -
Residential fees	-	-	-	-	10,080
Blue Cross	-	-	-	65,260	-
Medicaid	968,746	-	3,424,973	912,984	183,136
Medicare	-	-	-	-	-
Other insurance	-	-	-	60,892	-
Local educational authorities	-	12,129	8,292	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	22,012	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	3,430	-	737
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	47,635	-
Other federal and state funding	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	48,540	-	1,307	55	-
Total revenues	1,017,286	12,129	3,460,014	1,098,828	193,953
EXPENSES					
Salaries and wages	474,416	6,279	2,273,859	518,098	116,233
Employee benefits	82,494	3,392	497,409	78,335	12,279
Payroll taxes	35,234	713	169,914	38,744	8,968
Client wages	-	609	12,162	-	-
Professional fees	531,456	1,306	543,497	159,541	21,057
Staff development and training	320	29	7,724	320	51
Occupancy costs	14,256	297	69,448	15,965	733
Consumable supplies	2,765	271	17,714	6,781	1,353
Equipment expenses	7,578	669	49,362	9,487	1,510
Communications	11,689	307	41,283	15,696	402
Travel and transportation	8,659	627	353,631	80,767	11,575
Assistance to individuals	12	-	11,152	110	35
Insurance	5,087	555	24,630	5,951	1,331
Membership dues	21,275	107	11,394	1,037	174
Bad debt expense	-	-	6,275	31,481	318
Other expenses	115	8	5,647	485	202
Total expenses	1,195,356	15,169	4,095,101	962,798	176,221
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (178,070)	$ (3,040)	$ (635,087)	$ 136,030	$ 17,732

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Family Residence	Combined Day/ Residential Vendor	Individual Supported Living	Consolidated Services	Combined Day/ Residential Services
REVENUES					
Program service fees:					
Client fees	$ 8,307	$ -	$ -	$ -	$ -
Residential fees	203,909	5,532	44,426	-	-
Blue Cross	-	-	-	-	-
Medicaid	6,880,181	1,985,908	403,561	4,218,576	2,340,976
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	9,505	-	-	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	462	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	20,716	-	-	-	-
Total revenues	7,123,080	1,991,440	447,987	4,218,576	2,340,976
EXPENSES					
Salaries and wages	2,132,113	-	300,783	879,148	30,609
Employee benefits	369,245	-	89,406	121,901	6,149
Payroll taxes	160,385	-	21,278	53,793	2,196
Client wages	8,344	-	-	-	-
Professional fees	3,182,283	1,702,959	5,746	2,460,447	1,898,907
Staff development and training	7,651	-	269	1,336	14
Occupancy costs	124,104	-	59,542	640	1,472
Consumable supplies	77,618	-	18,581	1,419	10,830
Equipment expenses	31,732	-	7,083	1,858	409
Communications	45,744	-	3,513	5,030	333
Travel and transportation	54,820	-	10,487	84,371	248
Assistance to individuals	2,695	-	-	39,351	90
Insurance	26,179	-	3,038	1,837	314
Membership dues	6,211	-	598	3,757	63
Bad debt expense	2,144	-	-	-	-
Other expenses	1,146	-	217	20	-
Total expenses	6,232,414	1,702,959	520,541	3,654,908	1,951,634
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 890,666	$ 288,481	$ (72,554)	$ 563,668	$ 389,342

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2023
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2022 Summarized
REVENUES				
Program service fees:				
Client fees	$ -	$ -	$ 20,309	$ 11,771
Residential fees	-	17,792	281,739	186,870
Blue Cross	-	-	65,260	34,550
Medicaid	441,949	8,382,653	30,143,643	29,834,720
Medicare	-	-	-	-
Other insurance	-	-	60,892	40,852
Local educational authorities	-	-	20,421	40,496
Other program fees	-	-	-	-
Production/service income	-	-	31,517	10,115
Public support:				
Local/county government	-	-	-	125
Donations/contributions	-	-	4,629	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	231,916	279,551	233,007
Other federal and state funding	-	1,068,254	1,068,254	-
Private foundation grants	-	-	-	782
Other revenues	-	-	70,618	53,846
Total revenues	441,949	9,700,615	32,046,833	30,447,134
EXPENSES				
Salaries and wages	43,743	436,420	7,211,701	7,527,386
Employee benefits	15,955	95,467	1,372,032	1,746,022
Payroll taxes	3,077	32,494	526,796	571,524
Client wages	-	-	21,115	29,267
Professional fees	284,829	7,754,589	18,546,617	14,395,622
Staff development and training	19	3,164	20,897	16,661
Occupancy costs	764	2,914	290,135	517,697
Consumable supplies	1,021	9,398	147,751	170,398
Equipment expenses	588	5,624	115,900	160,938
Communications	767	10,240	135,004	149,335
Travel and transportation	3,095	13,987	622,267	416,163
Assistance to individuals	-	22,001	75,446	81,137
Insurance	485	4,786	74,193	82,892
Membership dues	62	661	45,339	41,277
Bad debt expense	-	-	40,218	82,355
Other expenses	52	2,336	10,228	2,678
Total expenses	354,457	8,394,081	29,255,639	25,991,352
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 87,492	$ 1,306,534	$ 2,791,194	$ 4,455,782

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2023

FEDERAL GRANTOR/ PROGRAM TITLE	ASSISTANCE LISTING NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER		FEDERAL EXPENDITURES
U.S. Department of Justice					
Crime Victim Assistance	16.575	New Hampshire Department of Justice	2022VOC75		$ 320,914
Total U.S. Department of Justice					$ 320,914
U.S. Department of Education					
Special Education Grants for Infants and Families	84.181A	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	05-95-93-930010-7852		$ 42,585
Total U.S. Department of Education					$ 42,585
U.S. Department of Health & Human Services					
Provider Relief Fund	93.498	Direct Award	N/A		$ 414,687
Medicaid Cluster					
ARPA Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division of Medicaid Services	N/A	$ 235,394	
ARPA Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division of Long Term Supports and Services	N/A	1,068,254	
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-4121	10,000	1,313,648
Total U.S. Department of Health & Human Services					$ 1,728,335
TOTAL					**$ 2,091,834**

See Notes to Schedule of Expenditures of Federal Awards

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NORTHERN HUMAN SERVICES, INC.

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS FOR THE YEAR ENDED JUNE 30, 2023

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of Federal Awards (the Schedule) includes the federal award activity of Northern Human Services, Inc. under programs of the federal government for the year ended June 30, 2023. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Northern Human Services, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of the Organization.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

NOTE 3 INDIRECT COST RATE

Northern Human Services, Inc. has elected not to use the ten percent de minimis indirect cost rate allowed under the Uniform Guidance.

NOTE 4 SUBRECIPIENTS

Northern Human Services, Inc. had no subrecipients for the year ended June 30, 2023.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors of
Northern Human Services, Inc.

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2023, and the related statements of activities, cash flows, and functional expenses for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 30, 2024.

Report on Internal Control Over Financial Reporting
In planning and performing our audit of the financial statements, we considered Northern Human Services, Inc.'s internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Northern Human Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Northern Human Services, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of the internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that have not been identified. We did identify a deficiency in internal control, described in the accompanying schedule of findings and questioned costs as item 2023-001 that we consider to be a material weakness.

Report on Compliance and Other Matters
As part of obtaining reasonable assurance about whether Northern Human Services, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

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Northern Human Services, Inc.'s Response to Findings

Government Auditing Standards requires the auditor to perform limited procedures on Northern Human Services, Inc.'s response to the findings identified in our audit and described in the accompanying schedule of findings and questioned costs. Northern Human Services, Inc.'s response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the Organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Leone, McDonnell & Roberts,
Professional Association

March 30, 2024
North Conway, New Hampshire

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INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Northern Human Services, Inc.

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Northern Human Services, Inc.'s (a New Hampshire nonprofit organization) compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Northern Human Services, Inc.'s major federal programs for the year ended June 30, 2023. Northern Human Services, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

In our opinion, Northern Human Services, Inc. complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2023.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditors' Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Northern Human Services, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Northern Human Services, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Northern Human Services, Inc.'s federal programs.

Auditors' Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Northern Human Services, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment

made by a reasonable user of the report on compliance about Northern Human Services, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Northern Human Services, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Northern Human Services, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Northern Human Services, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Other Matters
The results of our auditing procedures disclosed instances of noncompliance which are required to be reported in accordance with the Uniform Guidance and which are described in the accompanying schedule of findings and questioned costs as item 2023-002. Our opinion on each major federal program is not modified with respect to these matters.

Government Auditing Standards requires the auditor to perform limited procedures on Northern Human Services, Inc.'s response to the noncompliance finding identified in our compliance audit described in the accompanying schedule of findings and questioned costs. Northern Human Services, Inc.'s response was not subjected to the other auditing procedures applied in the audit of compliance and, accordingly, we express no opinion on the response.

Report on Internal Control Over Compliance
A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditors' Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

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The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Leone, McDonnell & Roberts,
Professional Association

March 30, 2024
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2023

SUMMARY OF AUDITORS' RESULTS

1. The auditors' report expresses an unmodified opinion on whether the financial statements of Northern Human Services, Inc. were prepared in accordance with GAAP.

2. One material weakness disclosed during the audit of the financial statements is reported in the *Independent Auditors' Report on Internal Control Over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.*

3. No instances of noncompliance material to the financial statements of Northern Human Services, Inc. which would be required to be reported in accordance with *Government Auditing Standards* were disclosed during the audit.

4. No significant deficiencies in internal control over major federal award programs are reported in the *Independent Auditors' Report on Compliance for Each Major Program and on Internal Control Over Compliance Required by the Uniform Guidance.* No material weaknesses are reported.

5. The auditors' report on compliance for the major federal award programs for Northern Human Services, Inc. expresses an unmodified opinion on all major federal programs.

6. Audit findings that are required to be reported in accordance with 2 CFR section 200.516(a) are reported in this Schedule.

7. The program tested as a major program was: U.S. Department of Health and Human Services, Medical Assistance Program, ALN 93.778 (Medicaid Cluster).

8. The threshold for distinguishing Type A and B programs was $750,000.

9. Northern Human Services, Inc. was determined not to be a low-risk auditee.

FINDINGS - FINANCIAL STATEMENTS AUDIT

MATERIAL WEAKNESS

2023-001 - Reconciliation process and month end close

Criteria: Internal controls should be in place to ensure that all accounts are reconciled every month in a timely manner.

Condition: Significant entries and additional audit procedures were required as timely reconciliations were not being kept as part of the financial statement close process each month and at year end.

Cause: Internal controls were not in place to ensure that monthly reconciliations are prepared in a timely manner each month. In addition, there was substantial turnover in the accounting department during the fiscal year.

Effect: Financial statement information utilized by management in making decisions may not be timely or accurate; errors found in preparing reconciliations and during audit procedures that required significant journal entries were not found until several months after year end.

Recommendation: Procedures should be implemented to ensure that monthly reconciliations for all accounts are being performed in a timely manner.

Views of Responsible Officials:

The reason reconciliations had not been completed in a timely manner was due to the 9-month absence of a CFO and full-time controller. There were also 2 accounting staff vacancies that supported Mental Health and Developmental Disability side of business. These vacancies caused delays in bank reconciliations, expense verifications, and accounting procedures that support month end closing.

The CFO position was filled in July 2022 and our controller position was filled in September 2022. We have promoted internal staff to fill the two vacant accounting positions and filled all positions for both account receivables (A/R) and account payables (A/P). The CFO and controller have created a monthly closing process that helps support bank reconciliation in a timely manner. The Finance department is working to update all fiscal policies and crosstraining finance staff to ensure future vacant positions will not cause delay in the reconciliation process that supports month end closing.

Moving forward the bank reconciliation will be completed monthly prior to month end closing. Monthly closing detail is reviewed by the CFO, controller, and A/R manager to ensure accuracy and support follow-up monitoring in areas of concern.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

2023-002

Condition: The 2022 data collection was filed late.

Criteria: The audit is required to be submitted to the Federal Audit Clearinghouse within 30 days of issuance of the report or nine months after year end, whichever is earlier.

Cause: The audit was completed after the data collection due date.

Effect: The Organization was not in compliance with certain grant requirements.

Recommendation: Auditors recommend that the Organization be prepared for the auditors to perform and complete the audit early enough to allow for the data collection to be completed and filed timely.

Response: The Organization will attempt to be more prepared to ensure timely filing moving forward.

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NORTHERN HUMAN SERVICES, INC.

SUMMARY SCHEDULE OF PRIOR AUDIT FINDINGS
FOR THE YEAR ENDED JUNE 30, 2023

MATERIAL WEAKNESS

2022-001 - Reconciliation process and month end close

Condition: Significant entries were required as timely reconciliations were not being kept as part of the financial statement close process each month and at year end.

Recommendation: Procedures should be implemented to ensure that monthly reconciliations for all accounts are being performed in a timely manner.

Current Status: This is a repeat finding; see 2023-001.

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NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

			Office	Home	Term Ends
Officers:	Madelene Costello, President				10.26
	Dorothy Borchers, Vice President				10.26
	Tom Pitts, Treasurer				10.27
	Georgia Caron, Secretary				10.27
Staff:	Suzanne Gaetjens-Oleson, CEO		447-8137		
	Shawn Bromley, CFO		447-8022		
	Susan Wiggin, CEO Assistant		447-8018		
	Kassie Eafrati, COO, Mental Health		752-7404		
	Liz Charles, COO, Developmental Services		447-8010		
	The Mental Health Center	Amy Meunier	752-7404		
	3 Twelfth St., Berlin 03570	Director of BH			
Term	Community Services Center	Lynn Johnson	752-1005		
Expires	69 Willard St., Berlin 03570	Director of DS			
'25	Margaret McClellan, [redacted]				6/01
'26	*Stephen Michaud, [redacted]				11/02
'26	*Dorothy Borchers, [redacted]				05/17
	The Mental Health Center	Valeda Cerasale	447-2111		
	25 W. Main St., Conway 03818	Director of BH			
	70 Bay St., Wolfeboro 03894		569-1884		
	New Horizons (also Tamworth)	Shanon Mason	356-6921		
	626 Eastman Rd., Ctr. Conway 03813	Director of DS			
'27	Maddie Costello, [redacted]				9/06
'27	Julie Bosak, [redacted]				11/21
'28	Melissa Kanter, [redacted]				1/25
	The Mental Health Center	Stacey Smith	237-4955		
	55 Colby St., Colebrook 03576	Director of BH			
	69 Brooklyn St., Groveton 03582		636-2555		
	Vershire Center	Lynn Johnson	237-5721		
	24 Depot Street, Colebrook, NH 03576	Director of DS			
'26	Georgia Caron, [redacted]				5/23
	White Mountain Mental Health	Amy Finkle	444-8501		
	29 Maple St., Box 599, Littleton 03561	Director of BH			
	Common Ground (also Littleton, Woodsville)	Mark Vincent	837-9547		
	24 Lancaster Rd., Whitefield 03584	Director of DS			
'26	Annette Carbonneau, [redacted]				11/20
'25	Paul J. Smith, [redacted]				5/22
'26	Tim Brooks, [redacted]				11/23
'26	Tom Pitts, [redacted]				11/23
'28	Debbie Szauter, [redacted]				1/25

Executive Committee: M. Costello, D. Borchers, Tom Pitts, G. Caron, M. McClellan, S. Michaud, S. Gaetjens-Oleson
Finance Committee M. Costello, M. McClellan, S. Michaud, T. Pitts, G. Caron, S. Bromley, S. Gaetjens-Oleson
Program Committee: M. Costello, J. Brosak, G. Caron, D. Borchers, L. Charles, K. Eafrati
Nominating Committee: M. Costello, D. Borchers, G. Caron, T. Brooks

*Member representing consumer with developmental disability / **NOTE:** Bylaws state that a minimum of 7 meetings, including the Annual Business Meeting, must be held.

IMPORTANT: Send updated listing to AG's Office / Fax to Provider Integrity (see Rose's 4.8.21 email in Outlook Inbox BOD)

Last revised: 10.30.24, 12.16.24, 1.15.25

Docusign Envelope ID: 0A407248-1B1F-4311-8A0C-D14EA7722E68

Claudette Martin

[redacted]

Qualifications

- 35+ years' experience working in the field of human services with varied populations (Mental Health, Developmentally Disabled, Elderly).
- Well-developed management skills
- Efficient, organized, and detail oriented individual with a strong work ethic and ability to work independently, as well as a team member.
- Experience with NH housing regulations
- Effective communication / interpersonal skills

Employment History

1984 – Present Northern Human Services Littleton, NH

Program Manager

Case Manager

Bridge Housing Specialist

- Ensuring that the community residence meets all applicable standards for licensure, certification and HUD financial subsidy.
- Collaborating with external agencies to support alternative housing program / Shelter Plus Care II, Bridge program
- Overseeing the maintenance and daily operations of the community residence.
- Supervision, training and hiring of residential support staff.
- Monitoring and maintenance of residential records.
- Assessment of consumer needs and in conjunction with individual and other collaborating individuals to establish a course of treatment.
- Assisting consumer in exploring as well as securing services needed services.
- Ongoing monitoring and collaboration with treatment team
- Provide ongoing supportive services to consumers; FSS, Crisis Intervention; EBP's, Medication distribution.

1983 – 1984 Dean's Shared Home Lancaster, NH

Assistant Manger

- Maintenance of daily records
- Medication distribution
- Assisting residents with general ADL's
- Menu planning and preparation
- Oversight of the general daily operations.

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Education

1988	Human Services	Certificate (27 credits)	White Mountains Community College
1982	Cosmetologist	Diploma	O'Brien's School of Cosmetology
1980	General Studies	Diploma	Concord High School

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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: Northern Human Services

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Claudette Martin	Program Director, Regional	$58,640.40	$58,640.40
	Bridge Subsidy	$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 85 Mechanic Street, Suite C2-1 Box A-10 Lebanon, N.H. 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $8,960,904. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Lori Shibinette 8C007CF760C649E... Date: 6/3/2025		1.12 Name and Title of Contractor Signatory Lori Shibinette Chief Executive Office	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442... Date: 6/3/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460... On: 6/4/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: Initial LS

Date: 6/3/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Initial

Contractor Initials LS

Date 6/3/2025

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Initial

Contractor Initials LS

Date 6/3/2025

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

Initial

Contractor Initials LS

Date 6/3/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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.

Contractor Initials Initial LS

Date 6/3/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 2 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least one (1) full-time HBSP Housing Specialist. The HBSP Housing Specialist must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialist maintains a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialist must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

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

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

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

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

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

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

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

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

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

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1.4.23.4; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

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

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

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

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. **Supported Housing Expanded Program**

1.5.1. The Contractor must operate a housing program for adults with serious mental illness that includes independent living units for a minimum of six (6) individuals with approximately 120 calendar days average length of stay.

1.5.2. The Contractor must ensure the housing program is staffed by at least a .5 Full Time Equivalent (FTE) program manager.

1.5.3. The Contractor must ensure referrals for this program are prioritized for the following individuals:

1.5.3.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

1.5.3.2. Individuals being discharged from New Hampshire Hospital or Glencliff Home; and

1.5.3.3. Individuals requiring short-term housing assistance to stabilize their living situation.

1.5.4. The Contractor must ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

1.5.5. The Contractor must ensure discharge planning begins within 30 calendar days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor must ensure discharge planning includes, but is not limited to:

1.5.5.1. Assessment of the individual's ability to live independently.

1.5.5.2. Input of wants and needs from the client, and guardian if applicable; and

1.5.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

1.5.6. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.5.6.1. Ensure compliance with policies implemented; and

1.5.6.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.5.7. The Contractor must submit quarterly reports to the Department and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format

agreed upon by the Contractor and the Department, with data elements including, but not limited to:

1.5.7.1. Total number of vacant and occupied beds during the reported period.

1.5.7.2. Total number of individuals referred, admitted and discharged during the reporting period.

1.5.7.3. Length of stay upon discharge.

1.5.7.4. All referral source(s) and discharge locations.

1.5.7.5. Programmatic offerings.

1.5.7.6. Reasons for any denials from entry.

1.6. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.7. Maintenance of Fiscal Integrity

1.7.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.7.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.7.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.7.1.2.1. All revenue sources and expenditures; and

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

1.7.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

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

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

1.7.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

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

Initial LS

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

1.7.3.1. Days of Cash on Hand:

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

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

1.7.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.7.3.2. Current Ratio:

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

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

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

1.7.3.3. Debt Service Coverage Ratio:

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

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

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

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

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

1.7.3.4. Net Assets to Total Assets:

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

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

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

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

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

1.7.4. If the Contractor does not meet either:

1.7.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.7.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

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

1.7.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

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

1.7.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure

requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.7.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.8. Reduction or Suspension of Funding

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

1.8.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.8.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

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

1.8.1.2.2. Crisis services for all individuals.

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

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

1.9. Elimination of Programs and Services by Contractor

1.9.1. Not including service reductions collaboratively addressed in Section 1.8. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.9.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

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

1.10. The Contractor must participate in meetings with the Department as requested by the Department.

1.11. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.12. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.13. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.14. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.15. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.16. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the

admission, discharge, transfer, and shared care insights solution.

1.16.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.17. Background Checks

1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.17.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.18. Confidential Data

1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.18.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's

Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.19. Privacy Impact Assessment

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

1.19.1.1. How PII is gathered and stored;

1.19.1.2. Who will have access to PII;

1.19.1.3. How PII will be used in the system;

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

1.19.1.5. Privacy practices.

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

1.20. Department Owned Devices, Systems and Network Usage

1.20.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to

access information without having the express authority of the Department to do so;

1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.20.1.9. Agree when utilizing the Department's email system:

1.20.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and

delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.20.2. Workspace Requirement

1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.21. Contract End-of-Life Transition Services

1.21.1. General Requirements

1.21.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to

effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.21.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.21.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.21.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.21.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory

and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.21.2. Completion of Transition Services

1.21.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.21.3. Disagreement over Transition Services Results

1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

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

Services."

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

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

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.

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

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 further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by Housing and Urban Development and New Hampshire Housing Finance Authority
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

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

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.govor mailed to:

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

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

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

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

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

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

11.2.1. 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.

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

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

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

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

V. LOSS REPORTING

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

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

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

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

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

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

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

6. Identify incident/breach notification method and timing;

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

Contractor Initials LS

Date 6/3/2025

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.I., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	West Central Behavioral Health
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D65B04C63442...	Signed by: Lori Shibinette 6C007CF760C648E...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Lori Shibinette
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
6/3/2025	6/3/2025
Date	Date

Initial
Contractor Initials LS

Date 6/3/2025

Docusign Envelope ID: 3AD435FD-E435-4D7B-8291-B67A31B3FB22

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: **85174**

Certificate Number: **0006692178**

IN TESTIMONY WHEREOF,

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

David M. Scanlan

Secretary of State

Docusign Envelope ID: 3AD435FD-E435-4D7B-8291-B67A31B3FB22

State of New Hampshire

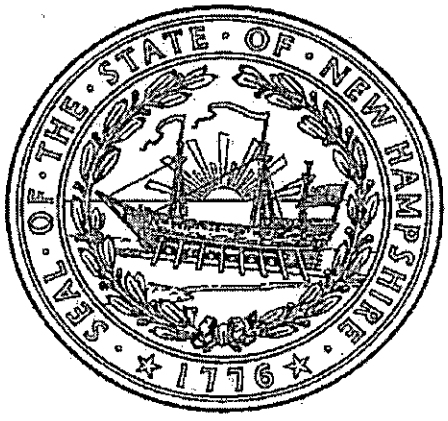
Department of State

CERTIFICATE

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

Business ID: **367817**

Certificate Number: **0006692177**



IN TESTIMONY WHEREOF,

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

David M. Scanlan

Secretary of State

Docusign Envelope ID: 3AD435FD-E435-4D7B-8291-B67A31B3FB22

CERTIFICATE OF VOTE/AUTHORITY

I, William C. Torrey hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc., dba West Central Behavioral Health

The following is a true copy of a resolution duly adopted by an electronic ballot of the Board of Directors of the Corporation held on January 27, 2025 by vote:

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

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

Dated: June 2, 2025

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

STATE OF NEW HAMPSHIRE

County of Grafton

The foregoing instrument was acknowledged before me this _____ day of _____, 20____.

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

(NOTARY SEAL)

(Notary Public/Justice of the Peace)

Commission Expires:

Docusign Envelope ID: 3AD435FD-E435-4D7B-8291-B67A31B3FB22

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/06/2024

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

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

PRODUCER MARSH USA, LLC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN102105463--gaup-24-25	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED West Central Services, Inc dba West Central Behavioral Health 85 Mechanic St., Suite C2-1 Box A-10 Lebanon, NH 03766	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Philadelphia Indemnity Insurance Company — 18058 **INSURER B :** **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** NYC-010982304-15 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2617854	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			PHPK2617853	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB [X] OCCUR EXCESS LIAB [X] CLAIMS-MADE [ ] DED [ ] RETENTION $			PHUB886972	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					[ ] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Healthcare Professional Liability -Claims Made			PHPK2617854	11/01/2024	11/01/2025	Each Claim: Aggregate:	1,000,000 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of Coverage

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
105 Pleasant Street, Main Bldg., Rm 214-S
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Marsh USA LLC

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The ACORD name and logo are registered marks of ACORD

Docusign Envelope ID: 3AD435FD-E435-4D7B-8291-B67A31B3FB22

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/03/2025

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

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

PRODUCER	CONTACT NAME: Thelma Rich	
The Richards Group 48 Harris Place PO Box 820 Brattleboro VT 05302	PHONE (A/C, No, Ext): (802) 254-6016	FAX (A/C, No): (802) 254-7110
	E-MAIL ADDRESS: trich@therichardsgrp.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Technology Insurance Company Inc	42376
INSURED West Central Services Inc. DBA West Central Behavioral Health 85 Mechanic Street, Suite C2-1 Lebanon NH 03766	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 AmTrust **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC4625112	06/01/2025	06/01/2026	☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$ 500,000
							E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of NH Department of Health and Human Services
129 Pleasant St
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Thelma Rich

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WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

Effective Date:
May 15, 2018

Mission

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

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

FINANCIAL STATEMENTS

June 30, 2023

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West Central Services, Inc.
d/b/a West Central Behavioral Health
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

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

Opinion

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

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

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Report on Supplementary Information

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

Kittell, Branagan + Sargent

St. Albans, Vermont
September 12, 2023

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

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

LIABILITIES AND NET ASSETS

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

See Accompanying Notes to Financial Statements.

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

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

See Accompanying Notes to Financial Statements.

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

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

See Accompanying Notes to Financial Statements.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Income Taxes

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

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

Basis of Presentation

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

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

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

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

Estimates

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

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

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

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

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

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

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

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

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

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

Client Service Revenue

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

Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third-party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to clients, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2023 totaled $7,673,526, of which $7,633,265 was revenue from third-party payers and $40,261 was revenue from self-pay clients.

Third-Party Contractual Arrangements

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

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

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

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

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

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

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

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

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

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

NOTE 3 LIQUIDITY

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

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

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

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

NOTE 4 ACCOUNTS RECEIVABLE

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

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

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NOTE 4 ACCOUNTS RECEIVABLE (continued)

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

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

NOTE 5 PROPERTY AND EQUIPMENT

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

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

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

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NOTE 6 INVESTMENTS

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

2023	Cost	Unrealized Gain (Loss)	Market Value
Certificate of Deposit	$ 2,500,000	$ (2,405)	$ 2,497,595
Equity Funds	$ 1,387,781	$ 202,518	$ 1,590,299

2022	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 830,956	$ 130,744	$ 961,700

Investment income consisted of the following at June 30,:

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

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

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

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NOTE 7 FAIR VALUE MEASUREMENTS

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

Basis of Fair Value Measurement

Level 1 Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities.

Level 2 Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3 Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

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

NOTE 8 DEFERRED REVENUE

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

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

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NOTE 9 LONG-TERM DEBT

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

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

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

Year Ending June 30,	Amount
2024	$ -
2025	-
2026	-
2027	-
2028	-
Thereafter	543,715
	$ 543,715

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

NOTE 10 LINE OF CREDIT

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

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NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

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

The Geisel School of Medicine at Dartmouth

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

NOTE 12 EMPLOYEE RETIREMENT PLAN

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

NOTE 13 CONCENTRATIONS OF CREDIT RISK

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

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

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NOTE 14 OPERATING LEASES

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

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

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

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

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

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

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NOTE 14 OPERATING LEASES (continued)

Weighted Average of remaining lease term:

Operating Leases	5 Years

Weighted Average Discount Rate

Operating Leases	6.00%

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

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

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

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

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

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

NOTE 16 SUBSEQUENT EVENTS

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

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SUPPLEMENTARY INFORMATION

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West Central Services, Inc. d/b/a West Central Behavioral Health
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2023

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

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

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

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

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

	Total Agency	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2022
Program Services Fees												
Net Client Fees	$ 40,261	$ 40,261	$ 22,529	$ 1,120	$ 9,558	$ 410	$ 4,141	$ 2,503	$ -	$ -	$ -	$ 125,220
Medicaid	7,124,045	7,124,045	1,528,403	55,825	3,214,597	492,090	250,905	1,582,224	-	-	-	7,683,512
Medicare	156,561	156,561	140,612	-	-	12,328	-	3,621	-	-	-	202,451
Other Insurance	352,659	352,659	128,624	-	204,768	10,430	8,625	206	-	-	6	481,722
Public Support - Other												
Local/County Gov't.	74,260	74,260	25,991	743	24,506	5,941	2,228	8,169	2,970	-	3,713	62,649
Donations/Contributions	303,584	303,584	113,944	2,913	96,119	23,301	8,738	32,040	11,651	-	14,878	427,757
Grants	639,752	639,752	291,141	5,304	230,183	26,432	10,162	36,844	13,216	-	26,470	658,417
Other Federal Grants	478,225	478,225	-	-	-	-	-	-	-	-	478,225	49,693
Other Public Support	21,876	21,876	-	-	21,876	-	-	-	-	-	-	13,255
BBH												
Community Mental Health	909,153	909,153	21,339	610	27,587	142,378	617,433	6,707	2,439	-	90,661	1,040,394
Other BBH	336,401	336,401	63,261	-	9,535	-	153,827	-	-	-	109,778	301,786
Rental Incomes	170,930	170,930	4,079	-	-	-	-	166,851	-	-	-	158,390
Other Revenues	401,618	401,618	10,320	269	13,754	2,160	810	3,030	1,080	368,733	1,461	381,437
TOTAL PUBLIC SUPPORT AND REVENUES	$ 11,009,325	$ 11,009,325	$ 2,350,243	$ 66,784	$ 3,852,483	$ 715,470	$ 1,056,869	$ 1,842,195	$ 31,356	$ 368,733	$ 725,192	$11,586,683

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

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2022
Personnel Costs:													
Salary &Wages	$ 6,092,247	$ 556,214	$ 5,536,033	$ 1,522,677	$ 57,315	$ 1,604,450	$ 422,088	$ 702,021	$ 653,430	$ 41,090	$ 43,283	$ 489,679	$ 6,232,393
Employee Benefits	711,714	39,784	671,930	184,926	11,258	226,413	69,686	51,177	72,279	5,958	9,012	41,221	725,730
Payroll Taxes	436,382	46,540	389,842	105,632	4,002	107,870	30,300	52,237	48,016	2,964	3,185	35,636	432,349
Professional Fees:													
Professional Fees	303,502	30,032	273,470	84,265	1,614	111,829	12,914	4,843	18,688	6,457	555	32,305	328,017
Staff Devel. & Training:													
Staff Development	58,071	7,673	50,398	1,206	3	2,180	12	353	-	-	2	46,642	19,801
Occupancy Costs:													
Rent	959,997	23,000	936,997	186,655	13,678	170,733	55,295	67,304	111,906	4,293	292,324	34,809	869,593
Other Utilities	86,772	-	86,772	13,139	878	19,417	4,182	1,094	44,503	547	522	2,490	86,657
Maintenance and Repairs	75,731	6,005	69,726	10,775	608	16,165	3,269	3,488	31,706	673	1,109	1,933	46,098
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	-	36,000
Other Occupancy Costs	207,866	-	207,866	72,603	4,741	70,118	16,523	23,291	5,842	2,125	955	11,668	224,409
Consumable Supplies:													
Office/Building/Household	42,180	9,247	32,933	7,009	585	4,260	2,485	6,904	9,648	-	461	1,581	55,941
Food	33,079	465	32,614	870	-	1,272	67	-	28,516	-	-	1,889	33,954
Equipment Rental	21,699	5,053	16,646	5,704	479	3,075	1,876	3,113	749	220	292	1,138	23,682
Equipment Maintenance	9,748	2,288	7,460	2,048	180	2,524	731	762	663	-	119	433	271
Depreciation	93,115	6,357	86,758	24,284	674	18,546	4,321	13,251	19,824	2,160	-	3,698	105,294
Advertising	36,524	-	36,524	1,922	55	1,812	439	165	604	-	-	31,527	32,770
Membership Dues	71,792	-	71,792	23,702	690	22,133	5,296	2,136	7,291	2,585	109	7,850	61,933
Telephone/Communications	83,192	17,503	65,689	21,564	678	19,032	3,717	8,538	8,768	624	614	2,154	89,556
Postage/Shipping	4,448	2,454	1,994	766	67	353	264	97	76	-	212	159	5,424
Transportation:													
Staff/Clients	66,920	6,260	60,660	17,111	677	12,581	13,403	766	2,170	-	1,707	12,245	60,778
Insurance:													
General/Liability	191,180	-	191,180	58,238	2,237	54,792	13,287	20,948	27,913	3,201	3,219	7,345	206,671
Interest Expense	58	-	58	20	1	19	5	2	6	2	-	3	9
Other Expenditures	179,341	30,303	149,038	51,235	1,146	37,715	9,505	6,961	16,443	4,665	943	20,425	185,878
TOTAL EXPENSES	9,801,558	789,178	9,012,380	2,396,351	101,566	2,507,289	669,665	969,451	1,145,041	77,564	358,623	786,830	9,863,208
Administrative Allocation	-	(789,178)	789,178	268,967	7,685	253,598	61,478	23,054	89,883	30,739	15,350	38,424	-
TOTAL PROGRAM EXPENSES	$ 9,801,558	$ -	$ 9,801,558	$ 2,665,318	$ 109,251	$ 2,760,887	$ 731,143	$ 992,505	$ 1,234,924	$ 108,303	$ 373,973	$ 825,254	$ 9,863,208

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WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

William C. Torrey MD *Chair*

Robert Hansen *Vice Chair*

Phillip Stocken *Secretary/Treasurer*

Aimee Claiborne *Director*

Lisa Cohen *Director*

Darrell Hotchkiss *Director*

Matthew Houde *Director*

Brian Lombardo MD *Director*
Chair, Quality Improvement Committee

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

Brian Marsicovetere *Director*

Courtney Porter *Director*

Sarah Rutter *Director*

Susan Seidler *Director*

Sheila Shulman *Director*
Chair, Governance Committee

Andrew Smith *Director*

Alexander Horvath *Ex-officio*

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Jonathan W. Brown

Professional Summary

Dynamic and results-oriented healthcare leader with nearly 20 years of experience in optimizing healthcare services and driving operational excellence. Adept at managing multi-disciplinary teams, streamlining processes, and implementing innovative strategies to enhance patient care, reduce costs, and ensure compliance with healthcare regulations. Proven record of accomplishment of overseeing large-scale projects, improving operational efficiency, and fostering collaboration across departments to achieve organizational goals.

Work Experience

West Central Behavioral Health | Lebanon, NH
Chief Financial and Administrative Officer | Jan 2025 – Current

- In collaboration with the CEO and respective leadership, develops an annual budget that reflects a combination of historic patterns and anticipated operational changes.
- Manages the development and implementation of goals, objectives and priorities for each assigned service area; recommends and administers policies and procedures.
- Ensures administrative processes at all locations are appropriate, continually improves and supports efficient practices as well as enhances client satisfaction.
- Oversees the Information Technology department to ensure information technologies are implemented and operating effectively and efficiently.
- Oversees residential programs, including working with the WCBH team to ensure compliance with state and federal guidelines.

Harbor Care | Nashua, NH
Clinic Director | Dec 2017 – Jun 2024

- Directed clinical service delivery, patient services, and program operations by implementing process improvements and optimizing resource allocation, resulting in 10% - 25% increase in gross revenues
- Led interdisciplinary teams by coordinating cross-departmental efforts, enhancing communication, and utilizing data-driven decision-making, improving patient outcomes by 5% - 15% in key health indicators
- Supervised operations of departments by fostering culture of accountability, streamlining workflows, and enhancing service integration, driving 40% increase in patient satisfaction
- Championed efforts to secure NCQA Patient-Centered Medical Home Behavioral Health integration Accreditation by leading detailed accreditation processes, positioning organization as only FQHC in NH/VT to achieve this distinction
- Earned HRSA Clinical Quality Awards in 2018, 2019, and 2022 by advancing health information technology (HIT) through implementing digital tracking systems, optimizing patient data management

Indian Stream Health Center | Colebrook, NH
Chief Executive Officer | Jan 2015 – Dec 2017

- Set strategic direction and vision of the organization by conducting comprehensive market analysis and aligning organizational goals with industry trends, resulting in 30% rise in service delivery effectiveness
- Led executive team in executing objectives from Indian Stream's strategic plan by fostering collaboration and ensuring alignment with long-term goals, achieving 10% - 30% growth in key service areas

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- Built and maintained collaborations with federal, regional, state, and local partners by initiating stakeholder meetings and joint initiatives, expanding Indian Stream's service footprint by 20%
- Managed health and human services leaders by implementing leadership development programs and performance-based evaluations, improving departmental efficiencies and staff retention by 5% - 15%
- Established shared Human Resource/Compliance Officer position by consolidating organizational compliance and human resources functions, reducing compliance issues and improving HR operations

Indian Stream Health Center | Colebrook, NH
Chief Financial Officer | Jul 2012 – Jan 2015

- Supervised financial and administrative departments by implementing performance tracking systems, introducing regular audits, and fostering team collaboration, enhancing departmental efficiency by 25%
- Restructured patient services by conducting workflow analysis, creating new management and staffing model for check-in, check-out, call center, and visit scheduling, resulting in 20% rise in patient flow
- Developed and implemented training plans, policies, and procedures by assessing staff needs, designing training modules, and establishing feedback loops, boosting overall productivity by 150%
- Transitioned billing services in-house by restructuring billing, collections, and coding processes through renegotiating vendor contracts, reducing processing time by 50% and increasing revenue capture
- Established management and staffing model for billing, collections, and coding by conducting role assessments and reallocating resources, contributing to 15% reduction in billing errors

Additional Experience

Indian Stream Health Center | Information Technology Director

Skills

Operations Management, Strategic Planning, Team Leadership, Regulatory Compliance, Financial Management, Process Improvement, Business Analysis, Training & Development, Time Management, Communication

Education

Master of Business Administration | University of Phoenix
Bachelor of Science in Information Technology/Business Systems Analysis | University of Phoenix
Capstone Fellowship in Community Health Policy and Leadership | George Washington University

Professional Associations

Member - Project Management Institute
Member - Project Management Institute New Hampshire Chapter
Member - American College of Healthcare Executives
Member - Medical Group Management Association

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LAURIE MUDGE



SUMMARY

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

SKILLS

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

EXPERIENCE

WEST CENTRAL BEHAVIORAL HEALTH, Lebanon NH
Chief Operating Officer 2023 - present

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

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Director 2001-2023

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

Supervisor, Family Specialist and Child Case Manager Program /Child Clinician 1998-2000

- Provided clinical supervision to staff.
- Responsible for the administrative oversight of the programs.
- Provide individual, group and family therapy to children and their families

Family Specialist 1997-1998

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

DARTMOUTH COLLEGE, Lebanon, NH
Independent Consultant 2021

- Worked with a team of doctors, psychologists and researchers on the year-long Levy Health Care Delivery Incubator Project, "Accelerating recovery through enhanced psychiatric boarding of pediatric patients".

NEW ENGLAND COLLEGE, Henniker, NH
Adjunct Faculty, Graduate Program 2006-2014

- Taught Internship Seminar I, II, III, and Group Psychotherapy, during the periods that the program had a Lebanon cohort.

FRANKLIN PIERCE COLLEGE
Adjunct Faculty, Undergraduate Program 2000

- Taught Introduction to Social Work.

EDUCATION AND TRAINING

UNIVERSITY OF NEW HAMPSHIRE, Durham, NH 1997
Master of Social Work

KEENE STATE COLLEGE, Keene, NH 1992
Bachelor of Art in Psychology

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CERTIFICATIONS

Licensed Clinical Social Worker 1999

PUBLICATIONS

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

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

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

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LORI SHIBINETTE

RN, NHA, MBA

CONTACT

[redacted]
[redacted]
[redacted]
[redacted]

EDUCATION

Masters | Business Admin
Franklin Pierce University |
Rindge, NH
2009-2013

Bachelors | Nursing
University of New Hampshire |
Durham, NH
1997-2005

EXPERTISE

- Visionary Leader
- Patient Focused
- Communicator
- Operational Excellence
- Problem Solver
- Collaborator
- Strategic Planner
- Contract Negotiator
- Advocate
- Health Policy Maker
- Team Builder

Independent Contracts

Legal Nurse Consultant
2010-2016

Adjunct Faculty
Franklin Pierce University
2013-2020

PROFESSIONAL PROFILE

Experienced Chief Executive Officer of diverse programs in health care. Over the last thirty years, I became accustomed to delivering results by building strong, resilient teams and then allowing them the flexibility to take care of the people we serve. This is where my passion lies, caring for a team that cares for the community.

WORK EXPERIENCE

West Central Behavioral Health
Chief Executive Officer | August 2024 - Present

Lori Shibinette Consulting
Independent Consultant | Sept 2023-July 2025

Independent Consulting Services on Health Policy and Health Care Operations for private organizations including Long Term Care, Behavioral Health, Insurance, Education, and Information Systems

Commissioner of Health and Human Services
State of New Hampshire | 2020-2022

Executive oversight and leadership for the Department of Health and Human Services. Significant responsibilities included the oversight of the Medicaid program, negotiation of managed care contracts, health policy initiatives, leadership to 2700 team members and execution of a $2.5 billion budget. Significant achievements during my term included:

- Lead of Covid 19 Unified Command. Consistently ranked in the top five for state response to Covid 19.
- Acquisition of Hampstead Hospital, securing psychiatric care for juveniles' long term.
- Approval and funding to build a new twenty-four bed forensic hospital.
- Unifying and collaborating across all sectors of health care to respond to Covid 19 and the mental health crisis in New Hampshire.

Chief Executive Officer
New Hampshire Hospital | Concord, NH| 2017-2020

Executive oversight and leadership for 168 bed Acute Psychiatric Hospital. Primary focus of my role was to modernize the operations at New Hampshire Hospital to include principles of operational excellence, efficient staff models, recruitment and retention, implementation of a comprehensive electronic health record and cross sector collaboration with other health care providers. Significant achievements included:

- Reduced psychiatric boarding in Emergency Rooms by 50% in the first year using principles based in operational excellence.

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LORI SHIBINETTE

RN, NHA, MBA

TECHNICAL SKILLS

Operational Excellence

Leadership

Community Partner

Patient Quality/Experience

AWARDS

Fitzwater Medallion for Leadership in Public Communication
Franklin Pierce University | 2022

Frank E. Case Government Service Award
New Hampshire Association for Residential Homes | 2022

Leadership in Mental Health
New Hampshire Psychiatric Society| 2022

President's Award
New Hampshire Health Care Association | 2021

Presidents Award
New Hampshire Association of Counties| 2015

[redacted]

WORK EXPERIENCE CONTINUED

Deputy Commissioner of Health and Human Services
State of New Hampshire | 2016-2017

Executive Leadership under direction from Commissioner Jeffrey Meyers. Responsibilities included oversight of budget process, human resource, campus and facility management and overall operations of the Department. Significant accomplishments during my tenure include:

- Creation and Execution of the New Hampshire Hospital Plan of Improvement.
- Development and approved funding of $2.5 billion budget.

Chief Executive Officer/Nursing Home Administrator
Merrimack County Nursing Home | Boscawen, NH| 2007-2016

Executive oversight and leadership of Merrimack County Nursing Home, a 290-bed long term care facility. Responsibilities included the development and execution of the strategic plan, revenue cycle, financial management and creating an environment where both resident and team members thrive. Significant accomplishments during my tenure included:

- Lead on a design/build of a $47m new replacement facility.
- Ongoing achievement of 95% occupancy.
- Annual accreditation/certification completion.

Director of Clinical Services
Merrimack County Nursing Home | Boscawen, NH | 2001-2007

Executive oversight and leadership for all clinical services provided at Merrimack County Nursing Home inclusive of medical, nursing, social work, and clinic services.

- Increase of filled nursing FTE's from 50% to 80% in three years.
- Annual accreditation/certification completion
- Initiated Medicare accreditation in 2002 and maintained throughout tenure.

Director of Nursing Services
Belknap County Nursing Home | Laconia, NH | 2000-2001

Executive and leadership oversight for nursing department at Belknap County Nursing Home, a 94-bed long term care facility

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LORI SHIBINETTE

RN, NHA, MBA

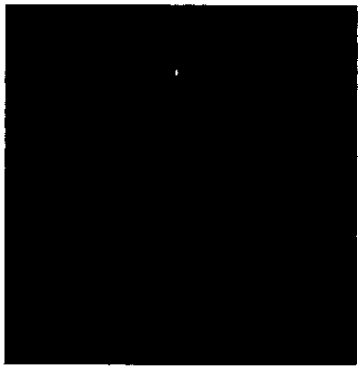
REFERENCES

Christopher T. Sununu
Governor
State of New Hampshire

Deb Fournier ARNP
Darthmouth Health

Lori Weaver
Commissioner of Health and Human Services
Concord, NH

*Contact information will be provided on request



WORK EXPERIENCE CONTINUED

Director of Nursing Services
St. Frances Home | Laconia, NH | 1997-2000

Executive and Leadership oversight of the nursing department at St. Frances Home, a 51-bed long term care facility.

Registered Nurse
New Hampshire Hospital | Concord, NH| 1995-1997

A direct care Registered Nurse providing care to patients with complex medical ailments with co-occurring mental illness.

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MATTHEW SQUIRES

[redacted]

EDUCATION

Bachelor of Science, Computer Science, Northwestern University, 1990, Evanston, IL

premedical studies, Montana State University-Billings, 2011, Billings, MT

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

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

LICENSURE, BOARDS

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

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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PRESENTATIONS, TEACHING

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

AFFILIATIONS

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

PUBLICATIONS AND POSTERS

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

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

COMMUNITY SERVICE

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

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SUSAN J. WHITE, MA, PHR

[redacted]

PERFORMANCE PROFILE

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

PROFESSIONAL SKILLS

Recruitment	Performance Management	Benefit Administration
Legal Issues & Compliance	Worker's Comp/Unemployment	Employee Relations
Leadership Development	Job Descriptions/Specifications	HR Policies & Process
Employee Engagement	Coaching	Employee Orientation
Safety	Supervision	Microsoft Office Suite

PROFESSIONAL EXPERIENCE

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

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

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

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

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

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

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LEDDY GROUP | Lebanon, NH
June 2015-August 2015

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

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

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

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

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

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

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

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

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

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

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

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Susan J. White

EDUCATION & PROFESSIONAL CREDENTIALS

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

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

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

OSHA 10-Hour General Industry certification

PROFESSIONAL HR AFFILIATIONS

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

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NH Department of Health and Human Services

KEY PERSONNEL

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

Job descriptions not required for vacant positions.

Contractor Name: **West Central Services, Inc. d/b/a West Central Behavioral Health**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Jonathan Brown, MBA	Chief Financial & Administrative Officer	0.00*	$147,659.00
Laurie Mudge, LICSW	Chief Operations Officer	0.00*	$142,147.00
Lori Shibinette RN, MBA	Chief Executive Officer	0.00*	$210,000.00
Matthew Squires, MD	Chief Medical Officer	$106,933.15	$194,781.60
Susan White, PHR	Chief Human Resource Officer	0.00*	$106,704.00

** Portion of salary funded by Indirect Rate*

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon Street East Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-1100	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $9,554,920. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Margaret M. Pritchard 02FC7873CB24BE...	Date: 6/2/2025	1.12 Name and Title of Contractor Signatory Margaret M. Pritchard CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442...	Date: 6/2/2025	1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460...		On: 6/2/2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS MMP

Date 6/2/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

DS
MMP
Contractor Initials

Date 6/2/2025

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

DS
MMP
Contractor Initials

Date 6/2/2025

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

DS
MMP
Contractor Initials

Date 6/2/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

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

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 3 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least one (1) full-time HBSP Housing Specialist. The HBSP Housing Specialist must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialist maintains a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialist must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.5. **Integrative Housing Voucher Program (IHVP)**

1.5.1. The Contractor must ensure the personnel provided includes at least two (2) full-time equivalent (FTE) IVHP Housing Specialists.

1.5.2. The Contractor must provide no more than 50 Integrative Housing Vouchers.

1.5.3. The Contractor must accept applications from individuals in need of IHVP services. The Contractor must:

1.5.3.1. Assist individuals, who are not currently connected to the Community Mental Health Center (CMHC), with completing IHVP applications;

1.5.3.2. Review all IHVP applications to ensure:

1.5.3.2.1. The application is complete and all requirements have been met;

1.5.3.2.2. The individual is currently enrolled in treatment; and

1.5.3.2.3. The individual does not currently qualify for the HBSP or other housing voucher programs;

1.5.3.3. Complete criminal background checks and registered criminal offender checks for all individuals applying for IHVP; and

1.5.3.4. Send completed IHVP applications to the Department for final approval.

1.5.4. The Contractor must facilitate enrollment into the IHVP for individuals approved by the Department for services in addition to finalizing individualized housing plans within 30 calendar days from the receipt of the initial approval for services.

1.5.5. The Contractor must develop IHVP individualized housing plans, including, but not limited to services described in Section 1.4.4. and Section 1.4.5.

1.5.6. The Contractor must initiate IHVP individual housing services within 15 calendar days of finalizing the individualized housing plan, including, but not limited to, services described in Section 1.4.5.

1.5.7. The Contractor must provide a sufficient amount of housing unit leads for each individual enrolled in the IHVP, as agreed upon by the Department.

1.5.8. The Contractor must ensure access to and delivery of housing support services to any individual receiving IHVP services, as described in Section 1.4.7. through Section 1.4.14.

1.5.9. Data System

1.5.9.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.5.9.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.5.9.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.5.9.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

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

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

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

1.5.9.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal

reporting and other reporting requirements and as specified by the Department.

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

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

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

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

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

1.5.9.3. The Contractor must meet the following data entry standards:

1.5.9.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.5.9.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1.5.8.4.; and

1.5.9.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

1.5.9.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver

communication that specifies the items being waived. In all circumstances:

1.5.9.4.1. The waiver length must not exceed 180 calendar days;

1.5.9.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.5.9.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

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

1.5.9.4.4.1. Another plan; or

1.5.9.4.4.2. Other remedies, as specified by the Department.

1.5.10. Staffing

1.5.10.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP and IHVP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.5.10.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.5.10.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.5.10.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.5.11. Reporting

1.5.11.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.5.11.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.5.11.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.5.11.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.5.11.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.5.11.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.5.11.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.5.11.2.3. The date an individual signs a lease, including date of move-in; and

1.5.11.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.5.11.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.5.11.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.5.11.3.1.1. Transportation.

1.5.11.3.1.2. Substance use disorder services.

1.5.11.3.1.3. Access to mental health services.

1.5.11.3.1.4. Access to medical healthcare.

1.5.11.3.1.5. Unit safety.

1.5.11.3.1.6. Permanent housing transition.

1.5.11.3.1.7. Financial hardship.

1.5.11.3.1.8. Barriers experienced by the Contractor.

1.5.11.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.5.11.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.5.11.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.5.11.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.5.11.6. The Contractor must consult and collaborate with the Department to evaluate:

1.5.11.6.1. Percentage of individuals receiving housing services;

1.5.11.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.5.11.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.5.11.6.3.1. Individuals who have experienced homelessness;

1.5.11.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.5.11.6.3.3. Individuals who were incarcerated; and

1.5.11.6.3.4. Individuals who were admitted to NHH;

1.5.11.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.5.11.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.6. **Supported Housing Expanded Program – Passage House**

1.6.1. The Contractor must operate a housing program for adults with serious mental illness that includes:

1.6.1.1. Independent living units for a minimum of 6 individuals; and

1.6.1.2. Average lengths of stay anticipated to range from 6-24 months as clinically indicated.

1.6.2. The Contractor must ensure the program is staffed by at least a 1.0 FTE program manager.

1.6.3. The Contractor must ensure referrals for this program are prioritized for the following individuals:

1.6.3.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

1.6.3.2. Individuals being discharged from New Hampshire Hospital or Glencliff Home; and

1.6.3.3. Individuals requiring short-term housing assistance to stabilize their living situation.

1.6.4. The Contractor must ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

1.6.5. The Contractor must ensure discharge planning is based on the individual's ability to transition to a different level of housing. The Contractor must ensure discharge planning includes, but is not limited to:

1.6.5.1. Assessment of the individual's ability to live independently.

1.6.5.2. Input of wants and needs from the client, and guardian if applicable.

1.6.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

1.6.6. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.6.6.1. Ensure compliance with policies implemented; and

1.6.6.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.6.7. The Contractor must submit quarterly programmatic reports and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format

agreed upon by the Contractor and the Department, with data elements including, but not limited to:

1.6.7.1. Total number of vacant and occupied beds during the reported period.

1.6.7.2. Total number of individuals referred, admitted and discharged during the reporting period.

1.6.7.3. Length of stay upon discharge.

1.6.7.4. All referral source(s) and discharge locations.

1.6.7.5. Programmatic offerings.

1.6.7.6. Reasons for any denials from entry.

1.7. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.8. Maintenance of Fiscal Integrity

1.8.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.8.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.8.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.8.1.2.1. All revenue sources and expenditures; and

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

1.8.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

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

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

1.8.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

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

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

1.8.3.1. Days of Cash on Hand:

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

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

1.8.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.8.3.2. Current Ratio:

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

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

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

1.8.3.3. Debt Service Coverage Ratio:

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

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

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

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

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

1.8.3.4. Net Assets to Total Assets:

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

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

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

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

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

1.8.4. If the Contractor does not meet either:

1.8.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.8.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

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

1.8.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

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

1.8.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure

requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.8.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.9. Reduction or Suspension of Funding

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

1.9.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.9.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

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

1.9.1.2.2. Crisis services for all individuals.

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

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

1.10. Elimination of Programs and Services by Contractor

1.10.1. Not including service reductions collaboratively addressed in Section 1.9. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.10.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

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

1.11. The Contractor must participate in meetings with the Department as requested by the Department.

1.12. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.13. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.14. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.15. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.16. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.17. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the

admission, discharge, transfer, and shared care insights solution.

1.17.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.18. Background Checks

1.18.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.18.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.18.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.18.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.19. Confidential Data

1.19.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.19.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's

Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.20. Privacy Impact Assessment

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

1.20.1.1. How PII is gathered and stored;

1.20.1.2. Who will have access to PII;

1.20.1.3. How PII will be used in the system;

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

1.20.1.5. Privacy practices.

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

1.21. Department Owned Devices, Systems and Network Usage

1.21.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.21.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.21.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to

access information without having the express authority of the Department to do so;

1.21.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.21.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.21.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.21.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.21.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.21.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.21.1.9. Agree when utilizing the Department's email system:

1.21.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.21.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.21.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and

delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.21.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.21.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.21.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.21.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.21.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.21.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.21.2. Workspace Requirement

1.21.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.22. Contract End-of-Life Transition Services

1.22.1. General Requirements

1.22.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to

effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.22.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.22.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.22.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.22.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.22.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory

and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.22.2. Completion of Transition Services

1.22.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.22.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.22.3. Disagreement over Transition Services Results

1.22.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

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

Services."

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

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

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.

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

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 further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.govor mailed to:

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

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

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

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

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

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

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.

11.2.1. 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.

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

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Lakes Region Mental Health Center, Inc.

Budget Request for: Supported Housing

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 15%

Line Item	Housing Bridge (SFY 2026)	Integrative Housing Voucher Program (SFY 2026)	Supported Housing Expanded Program (SFY 2026)	Housing Bridge (SFY 2027)	Integrative Housing Voucher Program (SFY 2027)	Supported Housing Expanded Program (SFY 2027)
1. Salary & Wages	$53,400	$117,400	$92,000	$53,400	$117,400	$92,000
2. Fringe Benefits	$17,355	$38,155	$29,900	$17,355	$38,155	$29,900
3. Consultants	$0	$0	$0	$0	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$0
5.(e) Supplies - Office	$0	$0	$3,600	$0	$0	$3,600
6. Travel	$11,120	$12,289	$2,500	$11,120	$12,289	$2,500
7. Software	$0	$0	$14,400	$0	$0	$14,400
8. (a) Other - Marketing/Communications	$0	$0	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$0	$0	$0	$0	$0
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0	$0
Client Funds	$0	$0	$2,000	$0	$0	$2,000
Criminal Records Checks	$300	$300	$0	$300	$300	$0
Daily Subsidy Fees	$0	$0	$0	$0	$0	$0
Facility Fit Up Costs	$0	$0	$0	$0	$0	$0
Miscellaneous Expenses	$250	$250	$2,077	$250	$250	$2,077
Rental Occupancy Costs	$0	$0	$0	$0	$0	$0
Rental Payments	$0	$0	$0	$0	$0	$0
Rental Vouchers	$0	$0	$41,100	$0	$0	$41,100
Staff Recruitment	$0	$0	$7,500	$0	$0	$7,500
Unit Damage	$0	$0	$0	$0	$0	$0
Utilities	$666	$1,320	$0	$666	$1,320	$0
9. Specialty Housing Provisions	$0	$0	$0	$0	$0	$0
10. Subrecipient Contracts	$0	$0	$0	$0	$0	$0
Total Direct Costs	$83,091	$169,714	$195,077	$83,091	$169,714	$195,077
Total Indirect Costs	$12,464	$25,457	$23,096	$12,464	$25,457	$23,096
Subtotals	$95,555	$195,171	$218,173	$95,555	$195,171	$218,173
					TOTAL	**$1,017,798**

DS

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Contractor Initials: _____

6/2/2025

Date: _____

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

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

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

V. LOSS REPORTING

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

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

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

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

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

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

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

6. Identify incident/breach notification method and timing;

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	The Lakes Region Mental Health Center, Inc.
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D65B04C63442...	DocuSigned by: Margaret M. Pritchard 02FC776730B24BE...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Margaret M. Pritchard
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
6/2/2025	6/2/2025
Date	Date

DS
MMP
Contractor Initials

Date 6/2/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE LAKES REGION MENTAL HEALTH CENTER, INC is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 14, 1969. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **64124**

Certificate Number: **0006660761**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 6th day of April A.D. 2024.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of The Lakes Region Mental Health Center, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 27 (Date), 2025, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Margaret M. Pritchard (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Lakes Region Mental Health Center, Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: May 27, 2025

Signature of Elected Officer

Name: Kyril Mitchell

Title: Board President

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/25/2024

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

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

PRODUCER	CONTACT NAME: Sarah Cullen, AINS, ACSR
Cross Insurance-Laconia 155 Court Street Laconia NH 03246	PHONE (A/C, No, Ext): (603) 524-2425 FAX (A/C, No): (603) 524-3666 E-MAIL ADDRESS: sarah.cullen@crossagency.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Ace American Insurance Company	
INSURER B: ACE Property & Casualty Ins Co	
INSURER C: New Hampshire Employers Ins Co	13083
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Lakes Region Mental Health Center, Inc.
40 Beacon Street East
Laconia NH 03246

COVERAGES **CERTIFICATE NUMBER:** CL2462578792 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SVRD37803601013	06/26/2024	06/26/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Liab	$ 1,000,000 $ 250,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CALH08618574013	06/26/2024	06/26/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 2,000,000 $ $ $ $ 1,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			XOOG25516540013	06/26/2024	06/26/2025	EACH OCCURRENCE AGGREGATE 	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC-600-4000907-2024A	06/26/2024	06/26/2025	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			OGLG2551662A013	06/26/2024	06/26/2025	Per Incident Aggregate	5,000,000 7,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sarah Cullen

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Lakes Region Mental Health Center

Mission Vision & Values

Lakes Region Mental Health Center's **mission** is to provide integrated mental and physical health care for people with mental illness while creating wellness and understanding in our community.

(Revised & Approved by the Board of Directors, 10/25/22)

Our Vision

Lakes Region Mental Health Center is the community leader providing quality, accessible and integrated mental and physical health services, delivered with dedication and compassion.

(Revised & Approved by the Board of Directors, 10/25/22)

Our Values

RESPECT	We conduct our business and provide services with respect and professionalism.
ADVOCACY	We advocate for those we serve through enhanced collaborations, community relations and political action.
INTEGRITY	We work with integrity and transparency, setting a moral compass for the agency.
STEWARDSHIP	We are effective stewards of our resources for our clients and our agency's health.
EXCELLENCE	We are committed to excellence in all programming and services.
DIVERSITY	We are dedicated to providing a welcoming, inclusive atmosphere for everyone, where all voices are heard and diversity is celebrated.

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The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2024

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The Lakes Region Mental Health Center, Inc.
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June 30, 2024

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
of The Lakes Region Mental Health Center, Inc.

Opinion

We have audited the accompanying financial statements of The Lakes Region Mental Health Center Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Lakes Region Mental Health Center Inc. as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

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

Responsibilities of Management for the Financial Statements

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

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Auditor's Responsibilities for the Audit of the Financial Statements

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

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

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

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

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The Analysis of Accounts Receivables, the Analysis of BBH Revenues, Receipts & Receivables and schedules of functional public support, revenues, and expenses on pages 15-18 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 27, 2024

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2024

ASSETS	
CURRENT ASSETS	
Cash	$ 3,177,957
Investments	2,902,951
MOE cash reserve	100,000
Accounts receivable (net of $1,135,000 allowance)	1,902,120
Prepaid expenses and other current assets	267,919
TOTAL CURRENT ASSETS	8,350,947
PROPERTY AND EQUIPMENT - NET	6,963,950
RIGHT OF USE ASSET	561,613
TOTAL ASSETS	$ 15,876,510
LIABILITIES AND NET ASSETS	
CURRENT LIABILITIES	
Accounts payable	$ 91,412
Current portion long-term debt	167,793
Current portion of operating lease liabilities	141,429
Accrued payroll and related	271,884
Deferred income	93,943
Accrued vacation	569,903
Accrued expenses	183,364
TOTAL CURRENT LIABILITIES	1,519,728
LONG-TERM DEBT, less current portion	
Notes and bonds payable	3,808,913
Less: unamortized debt issuance costs	(74,341)
Operating lease liabilities	420,184
TOTAL LONG-TERM LIABILITIES	4,154,756
TOTAL LIABILITIES	5,674,484
NET ASSETS	
Net assets without donor restrictions	10,202,026
TOTAL LIABILITIES AND NET ASSETS	$ 15,876,510

See Notes to Financial Statements

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2024

	Net Assets without Donor Restrictions
PUBLIC SUPPORT AND REVENUES	
Public support:	
Federal	$ 840,112
State of New Hampshire - BBH	2,060,892
Other public support	446,104
Total Public Support	3,347,108
Revenues:	
Program service fees	13,488,713
Rental income	70,422
Other revenue	32,723
Total Revenues	13,591,858
TOTAL PUBLIC SUPPORT AND REVENUES	16,938,966
EXPENSES	
BBH funded program services:	
Children Services	3,374,065
Multi-service	7,217,167
ACT	1,090,939
Emergency Services	2,402,333
Housing Services	1,730,987
Other Mental Health	728,921
Non-Eligible	120,348
Non-BBH funded program services	546,477
TOTAL EXPENSES	17,211,239
DECREASE IN NET ASSETS FROM OPERATIONS	(272,273)
OTHER INCOME	
Investment income	409,232
TOTAL INCREASE IN NET ASSETS	136,959
NET ASSETS, beginning	10,065,067
NET ASSETS, ending	$ 10,202,026

See Notes to Financial Statements.

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The Lakes Region Mental Health Center, Inc.

STATEMENT OF CASH FLOWS

For the Year Ended June 30, 2024

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 136,959
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	510,983
Unrealized gain on investments	(245,834)
(Increase) decrease in:	
Accounts receivable	(891,449)
Prepaid expenses	(45,728)
Increase (decrease) in:	
Accounts payable & accrued liabilities	55,388
Deferred income	(24,786)
NET CASH USED BY OPERATING ACTIVITIES	(504,467)
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(681,673)
Net investment activity	(162,632)
NET CASH USED BY INVESTING ACTIVITIES	(844,305)
CASH FLOWS FROM FINANCING ACTIVITIES	
Principal payments on long-term debt	(155,667)
NET DECREASE IN CASH	(1,504,439)
CASH AT BEGINNING OF YEAR	4,782,396
CASH AT END OF YEAR	$ 3,277,957
SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	$ 125,405

See Notes to Financial Statements

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

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

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Estimated useful lives range from 3 to 40 years.

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

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated on a pro-rated basis to the programs.

Income Taxes
Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2021, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Revenue
Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue
The Center recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue (continued)
The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2024 totaled $12,288,840, of which $12,030,409 was revenue from third-party payers and $258,431 was revenue from self-pay clients.

Third Party Contractual Arrangements
A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

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

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

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

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

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

Advertising
Advertising costs are expensed as incurred. Total costs were $98,123 at June 30, 2024 and consisted of $40,043 for recruitment and $58,080 for agency advertising.

New Accounting Standards - Adoption of FASB ASU 2016-13 and Related Standards
On July 1, 2023, the Center adopted FASB ASU 2016-03, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Center adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the center's financial statements but did change how the allowance for doubtful accounts and credit losses is determined.

Accounts Receivable and Allowance for Credit Losses
In evaluating the collectability of accounts receivable, the Center uses relevant available information, from internal and external sources, relating to past events, current conditions, reasonable and supportable forecasts, and analyzes trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The Center has tracked historical loss information for its accounts receivable and compiled historical credit loss percentages for different aging categories (current, 1-30 days past due, 31-60 days past due, 61-90 days past due, and more than 90 days past due). The center believes the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for accounts receivable held at June 30, 2024 because the compositions of the accounts receivable at those dates are consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its services provided to clients have not changed significantly over time). Additionally, the center has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for doubtful accounts was $1,135,000 for the year ended June 30, 2024.

Total patient accounts receivable increased to $1,508,880 as of June 30, 2024 from $972,748 at June 30, 2023. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased to 75% from 69% of total patient accounts receivable.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid
The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 84% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2024.

Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

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

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. For the year ended June 30, 2024, the Center has estimated that it missed one of three MOE requirements with the MCO's and has estimated a total payback of $100,000 which is recorded as an accrued expense. The total payback also includes an amount due from missing one of the three MOE requirements with the MCO's from June 30, 2023.

NOTE 3 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2024, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	$ 680,773	$ 463,649	$ 1,144,422
Health	423,789	78,794	502,583
Large Growth	189,933	(9,542)	180,391
Mid-Cap Value	320,337	294,216	614,553
Short-Term Bond	359,850	101,152	461,002
	$ 1,974,682	$ 928,269	$ 2,902,951

The related unrealized gain (losses) have been included in the investment income line on the accompanying statement of activities. Investment income is as follows:

Interest and Dividends	$ 40,082
Realized Gains	123,316
Unrealized Gains	245,834
	$ 409,232

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NOTE 4 FAIR VALUE MEASUREMENTS

Professional accounting standards require a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy under these professional accounting standards are described below:

Basis of Fair Value Measurement

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

A financial instrument's level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2024. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 5 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE

Due from clients	$ 562,765
Receivable from insurance companies	539,506
Medicaid receivables	274,977
Medicare receivables	131,632
	1,508,880
Allowance for doubtful accounts	(1,135,000)
Total Receivable - Trade	373,880

NOTE 5 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – OTHER

Bridge Subsidy	85,460
NH HHS Mitigating Fund Grant	363,867
BBH - Bureau of Behavioral Health	732,606
Concord Hospital	74,632
MCO Directed Payments	97,684
SAMSHA	94,571
Other Grants and Contracts	79,420
Total Receivable - Other	1,528,240
TOTAL ACCOUNTS RECEIVABLE	$ 1,902,120

NOTE 6 PROPERTY AND EQUIPMENT

The Center elects to capitalize all purchases with a useful life of greater than one year and a cost of $2,000 or more. Property and equipment, at cost, consists of the following:

Land	$ 573,143
Buildings and improvements	6,740,143
Computer equipment	2,462,498
Furniture, fixtures and equipment	702,311
Vehicles	289,185
Artwork	26,925
Construction in progress	78,809
	10,873,014
Accumulated depreciation	(3,909,064)
NET BOOK VALUE	$ 6,963,950

NOTE 7 LINE OF CREDIT

During the year, the Center had available a line of credit with an upper limit of $1,000,000 with a local area bank which expires on June 9, 2025. There had been $-0- borrowed against the line of credit. The funds were available at a variable rate of interest, with a floor no less than 4.0% per annum. The availability under this line was limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank..

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NOTE 8 LONG-TERM DEBT

As of June 30, 2024, long-term debt consisted of the following:

2.97% bond payable - Meredith Village Savings Bank due in monthly installments of $19,288 (principal and interest). Secured by building, due June, 2047.	$ 3,741,831
4.45% note payable - Meredith Village Savings Bank due in monthly installments of $3,427 (principal and interest). Secured by building, due November, 2040.	168,742
4.45% note payable - Meredith Village Savings Bank due in monthly installments of $993 (principal and interest). Secured by building due November, 2030.	66,133
	3,976,706
Less: Current Portion	(167,793)
Total long-term debt	3,808,913
Less: Unamortized debt issuance costs	(74,341)
Total Long-Term Debt net with Related Costs	$ 3,734,572

Expected maturities for the next five years and thereafter are as follows:

Year Ending June 30,	
2025	$ 167,793
2026	171,491
2027	177,351
2028	183,416
2029	167,212
Thereafter	3,109,443
	$ 3,976,706

The total amount of interest expense incurred during the year was $125,117, all of which was charged to expense for the year ended June 30, 2024.

The Center is subject to certain financial covenants related to their bond financing arrangement. These covenants have been met for the year ended June 30, 2024.

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NOTE 9 LEASES

The Center entered into a commercial lease agreement to lease a building. The lease is for a five-year period that began February 1, 2023, and adjusted annually to the increase in the cost of living as measured by the Consumer Price Index.

The following summarizes the line items in the balance sheets which include amounts for operating and finance leases as of June 30, 2024:

Operating Lease	
Operating lease right-of-use-assets, net	$ 561,613
Other current liabilities	$ 141,429
Other long-term liabilities	420,184
	$ 561,613

The following summarizes the weighted average remaining lease term and discount rate as of June 30, 2024:

Weighted Average Remaining Lease Term	
Operating Lease	3.5 Years
Weighted Average Discount Rate	
Operating Lease	7.75%

The maturities of lease liabilities as of June 30, 2024 were as follows:

Years Ending June 30,:	
2025	$ 180,000
2026	180,000
2027	180,000
2028	105,000
Total Lease Payments	645,000
Less Amount Representing Interest	(83,387)
Present Value of Minimum Lease Payments	$ 561,613

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NOTE 9 LEASES (continued)

The following summarizes the line items in the income statements which include the components of lease expense for the year ended June 30, 2024:

Operating lease expense included in SG&A	$ 181,500

The following summarizes cash flow information related to leases for the year ended June 30, 2024:

Cash paid for amounts included in the measurement of lease liabilities:	
Operating cash flows from operating leases	$ 181,500

NOTE 10 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a defined contribution 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2024 the total contributions into the plan were $212,207. Total administrative fees paid into the plan for the year ended June 30, 2024 were $11,200.

NOTE 11 CONTINGENT LIABILITIES

The Center receives money under various State and Federal grants. Under the terms of these grants, the Center is required to use the money within the grant period for purposes specified in the grant proposal and is subject to compliance reviews and audits by the grantor agencies. It is the opinion of management that any liability, resulting from future grantor agency audits of completed grant contracts, would not be material in relation to the overall financial statements.

NOTE 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2024, the bank balance of cash deposits totaled $3,315,174 of which $352,919 was insured by Federal Deposit Insurance, $1,176,405 was offset by debt, $1,785,850 was offset by the sweep account leaving none uninsured at June 30, 2024.

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NOTE 12 CONCENTRATIONS OF CREDIT RISK (continued)

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2024 is as follows:

Due from clients	37 %
Insurance companies	36
Medicaid	18
Medicare	9
	100 %

NOTE 13 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2024 for general expenditures:

Cash	$ 3,177,957
Investments	2,902,951
Accounts receivable	1,902,120
	$ 7,983,028

Restricted deposits and reserves are restricted for specific purposes and therefore not available for general expenditures.

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

NOTE 14 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 27, 2024, which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2024, have been incorporated into the financial statements herein.

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SUPPLEMENTARY INFORMATION

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The Lakes Region Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2024

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Bad Debts and Other Charges	Cash Receipts/ Refunds	Accounts Receivable End of Year
CLIENT FEES	$ 235,140	$ 1,680,848	$ (1,422,417)	$ -	$ 69,194	$ 562,765
BLUE CROSS / BLUE SHIELD	112,372	946,092	(483,076)	-	(435,517)	139,871
MEDICAID	187,266	20,565,980	(10,251,992)	-	(10,226,277)	274,977
MEDICARE	171,360	1,231,542	(704,280)	-	(662,240)	131,632
OTHER INSURANCE	266,610	1,458,048	(731,905)	-	(497,868)	399,635
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(675,000)	-	-	(460,000)	-	(1,135,000)
TOTAL	$ 297,748	$ 25,882,510	$ (13,593,670)	$ (460,000)	$ (11,752,708)	$ 373,880

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The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2024

	Receivable (Deferred Income) From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable (Deferred Income) From BBH End of Year
CONTRACT YEAR, June 30, 2024	$ 456,367	$ 2,060,892	$ (1,784,653)	$ 732,606

Analysis of Receipts Date of Receipt Deposit Date	Amount
7/24/2023	$ 2,874
7/26/2023	23,233
7/28/2023	54,486
8/4/2023	103
8/23/2023	26,915
8/24/2023	191,424
9/5/2023	16,926
10/12/2023	154,388
11/7/2023	129,676
10/19/2023	17,734
11/14/2023	3,280
11/22/2023	141,518
11/29/2023	42,028
12/20/2023	229,157
1/2/2024	7,209
1/19/2024	105,542
1/23/2024	5,159
2/2/2024	53,621
2/8/2024	60,195
2/27/2024	123,431
3/20/2024	107,042
4/24/2024	69,462
4/29/2024	52,129
5/2/2024	30,022
5/8/2024	53,843
6/27/2024	83,256
	$ 1,784,653

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2024

	Total Agency	Admin.	Total Programs	Children	Multi -Service	ACT	Emergency Services	Supportive Living	Community Residence	Independent Housing	Other Mental Health	Non Eligible	Non BBH Funded Programs
Program Service Fees:													
Net Client Fee	$ 258,431	$ -	$ 258,431	$ (13,166)	$ 171,130	$ 124,020	$ (19,101)	$ (13,970)	$ 1,869	$ 150	$ 5,815	$ 1,684	$ -
Blue Cross/Blue Shield	463,016	-	463,016	159,055	215,190	14,151	44,807	-	-	-	19,652	10,161	-
Medicaid	10,313,988	-	10,313,988	2,754,894	5,688,545	672,275	326,578	(12,801)	727,728	(1,471)	146,534	11,706	-
Medicare	527,262	-	527,262	-	445,636	52,994	(10,413)	-	-	-	33,507	5,538	-
Other Insurance	726,143	-	726,143	132,198	413,784	22,149	96,483	(75)	-	(50)	51,658	9,996	-
Program Sales:													
Service	1,199,873	-	1,199,873	146,842	207,099	-	313,261	-	-	9,000	-	-	523,671
Public Support - Other:													
United Way	149	149	-	-	-	-	-	-	-	-	-	-	-
Local/County Government	182,820	-	182,820	-	127,820	-	-	-	-	-	-	55,000	-
Donations/Contributions	92,235	87,210	5,025	25	-	-	-	-	-	-	5,000	-	-
Other Public Support	128,433	4,477	123,956	76,629	30,909	2,316	6,645	183	2,969	342	3,517	240	206
Div. Voc. Rehab.	42,467	-	42,467		42,467								
Federal Funding:													
Other Federal Grants	840,112	400,775	439,337	94,824	227,089	24,561	7,350	-	-	-	10,043	-	75,470
Rental Income	70,422	7,425	62,997	-	-	-	-	35,459	27,538	-	-	-	-
BBH & DS:													
Community Mental Health	2,060,892	5,000	2,055,892	10,960	776	231,250	1,064,703	-	265,167	287,821	195,215	-	-
Interest Income	5,491	5,491	-	-	-	-	-	-	-	-	-	-	-
In-Kind Donations	19,703	19,703	-	-	-	-	-	-	-	-	-	-	-
Other Revenues	7,529	1,522	6,007	20	4,392	-	-	-	1,595	-	-	-	-
	16,938,966	531,753	16,407,214	3,362,281	7,574,837	1,143,716	1,830,313	8,796	1,026,866	295,792	470,941	94,325	599,347
Administration	-	(531,753)	531,753	108,970	245,498	37,067	59,321	285	33,280	9,587	15,263	3,057	19,425
TOTAL PUBLIC SUPPORT AND REVENUES	$ 16,938,966	$ -	$ 16,938,967	$ 3,471,251	$ 7,820,335	$ 1,180,783	$ 1,889,634	$ 9,081	$ 1,060,146	305,379	486,204	$ 97,382	$ 618,772

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The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2024

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Supportive Living Summer	Community Residence McGrath	Independent Housing	Other Mental Health	Non-Eligible	Non BBH Funded Programs
Personnel Costs:													
Salary and wages	$ 10,777,408	$ 1,281,037	$ 9,496,371	$ 1,902,447	$ 3,946,165	$ 615,254	$ 1,374,602	$ 88,833	$ 529,086	$ 171,457	$ 425,452	$ 65,374	$ 377,701
Employee benefits	2,487,553	244,151	2,243,402	432,020	988,313	134,588	381,240	39,058	98,761	39,790	90,177	17,534	21,921
Payroll Taxes	776,481	90,698	685,783	136,117	292,244	47,022	102,036	7,871	34,854	13,356	31,726	4,980	15,577
Substitute Staff	39,756	10,130	29,626	-	-	-	-	-	29,626	-	-	-	-
PROFESSIONAL FEES AND CONSULTANTS:										-			
Accounting/audit fees	82,320	82,320	-	-	-	-	-	-	-	-	-	-	-
Legal fees	39,512	38,122	1,390	-	-	-	1,390	-	-	-	-	-	-
Other professional fees	56,469	22,487	33,982	9,429	1,801	101	288	20,837	188	30	67	79	1,162
Staff Devel. & Training:													
Journals & publications	724	70	654	429	127	18	46	1	13	5	11	2	2
In-Service training	30,568	2,663	27,905	6,638	15,158	2,146	1,894	254	206	71	930	325	283
Conferences & conventions	35,769	3,002	32,767	8,770	15,984	1,572	920	226	186	79	2,459	29	2,542
Other staff development	55,041	4,553	50,488	11,956	21,514	2,703	4,144	853	1,068	104	5,229	362	2,555
Occupancy costs:													
Rent	186,408	4,908	181,500	-	-	-	-	-	181,500	-	-	-	-
Mortgage (Interest)	125,117	13,215	111,902	28,887	65,117	10,465	-	-	-	-	7,032	401	-
Heating Costs	17,602	918	16,684	2,515	5,413	674	1,188	1,585	-	-	443	94	4,772
Other Utilities	57,759	5,382	52,377	12,337	25,461	3,403	420	4,752	-	-	2,194	371	3,439
Maintenance & repairs	300,888	25,356	275,532	57,689	119,274	16,334	35,451	19,897	11,908	207	10,394	2,455	1,923
Taxes	405	47	358	89	207	37	-	-	-	-	25	-	-
Consumable Supplies:													
Office	21,155	6,328	14,827	3,385	7,532	1,005	1,681	39	206	197	657	104	21
Building/household	40,958	2,732	38,226	4,947	10,430	1,645	856	19	19,177	11	1,030	80	31
Food	22,419	-	22,419	-	-	-	-	-	22,419	-	-	-	-
Medical	5,538	770	4,768	-	4,002	-	-	-	766	-	-	-	-
Other	550,050	52,971	497,079	95,942	217,107	30,508	87,194	6,109	24,478	8,872	18,984	4,320	3,565
Depreciation-Equipment	253,997	16,143	237,854	43,590	105,689	12,011	48,814	2,452	10,043	3,547	7,914	2,343	1,451
Depreciation-Building	256,986	22,093	234,893	56,120	116,751	15,000	-	24,327	10,799	-	9,930	1,966	-
Equipment rental	43,562	4,331	39,231	11,564	22,505	2,529	283	19	86	30	1,678	524	13
Equipment maintenance	3,709	285	3,424	714	1,591	226	266	-	450	-	150	27	-
Advertising	98,123	10,799	87,324	16,957	39,657	5,484	10,045	1,244	8,337	927	2,892	757	1,024
Telephone/communications	247,772	15,954	231,818	41,142	90,437	12,614	43,671	10,795	16,673	3,941	8,008	1,917	2,620
Postage/shipping	12,094	1,132	10,962	2,631	5,846	694	892	99	161	62	331	157	89
Transportation:													
Staff	230,065	8,512	221,553	33,377	112,550	31,522	5,231	5,275	2,606	24,025	6,243	315	409
Clients	13,490	-	13,490	-	11,488	-	148	-	1,854	-	-	-	-
Assist to Individuals:													
Client services	31,349	-	31,349	10,250	18,002	88	-	35	2,402	189	323	-	60
Insurance:													
Malpractice/bonding	20,684	1,503	19,181	3,672	8,341	1,184	3,348	271	944	359	755	165	142
Vehicles	7,641	180	7,461	447	5,658	145	658	67	304	45	94	25	18
Comp. Property/liability	117,458	13,752	103,706	24,511	52,271	7,514	3,169	6,158	4,087	316	4,894	661	125
Membership Dues	54,270	5,133	49,137	11,213	25,577	3,619	4,476	674	655	312	1,655	513	443
In-Kind Donations	19,703	19,703	-	-	-	-	-	-	-	-	-	-	-
Other Expenditures	90,431	41,212	49,219	1,890	4,243	730	1,482	129	759	140	314	115	39,417
	17,211,239	2,052,595	15,158,642	2,971,675	6,356,455	960,835	2,115,833	241,879	1,014,602	268,072	641,991	105,995	481,305
Admin. Allocation	-	(2,052,595)	2,052,595	402,390	860,712	130,104	286,500	32,752	137,383	36,299	86,930	14,353	65,172
TOTAL PROGRAM EXPENSES	$ 17,211,239	$ -	$ 17,211,237	$ 3,374,065	$ 7,217,167	1,090,939	$ 2,402,333	$ 274,631	$ 1,151,985	$ 304,371	$ 728,921	$ 120,348	$ 546,477

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Lakes Region
Mental Health Center

The Lakes Region Mental Health Center, Inc.
Board of Directors
February, 2025

POSITON	NAME
President	Kyril Mitchell
Vice President	Peter J. Minkow
Treasurer	Patricia Bailey
Secretary	Rev. Judith Wright
Member-At-Large	Marsha Bourdon
Member-At-Large	Wendy Chase
Member-At-Large	Ann Nichols
Member-At-Large	Deborah Pendergast
Member-At-Large	Kaitlyn Salmome
Member-At-Large	Matt Soza
Member-At-Large	Jannine Sutcliffe
Member-At-Large	Gloria Thorington
Member-At-Large	Timothy Whitman

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Margaret M. Pritchard, BS, MS

Objective: Promoting the expansion and integration of health care in New Hampshire

Lakes Region Mental Health Center, Laconia, NH **2007-Present**
Chief Executive Officer
LRMHC is one of ten community mental health centers in New Hampshire. Established in 1966 the center serves approximately 4,000 patients annually with approximately 190 staff and a $13 million dollar budget.

- Responsible for the overall administration, planning, development, coordination and evaluation of all operations of the agency
- Responsible for all contract development and negotiations
- Ensures a successful, client-oriented community mental health organization
- Has oversight responsbility for the financial viability and legal obligations of LRMHC
- Organizational strategy and planning with senior leadership and board of directors
- Lead advocate for federal and state legislation, company spokesperson
- SAMSHA Grant – integrated care established in partnership with two local FQHC(s)
- Oversaw $5.1 million dollar purchase and renovation of facility

Community Partners, Dover **2001-2007**
Chief Operating Officer
Community Partners is a non-profit organization designated by the State of New Hampshire as the Community Mental Health Center and the Area Agency for Developmental Services for Strafford County, NH. The agency offers an array of services to individuals and families along with early supports and services for infants and young children with developmental disabilities.

- Implemented and maintained a cohesive corporate identity between two previously separate organizations
- Responsible for incorporating $7 million dollar CMHC operations into an existing developmental services agency
- Establish and monitor revenue projects for all mental health services
- Clinical oversight of all medical and psychiatric services

Genesis Behavioral Health, Laconia, NH (Known now as LRMHC – see above) **2000-2001**
Director, Clinical Operations

- Established multidisciplinary teams and set standards of care
- Monitored contractor agreements and MOU(s)
- Established revenue projections for $5 million dollar operation
- Supervised all clinical directors and program development
- Served on community boards and committees
- Recruitment of medical staff

Riverbend Community Mental Health Center, Concord, NH **1994-2000**
Director, Community Support Program
Riverbend was founded in 1963 and is one of ten community mental health centers in New Hampshire. Riverbend is an affiliate of Capital Region Health Care and is a member of the NH Community Behavioral Health Association.

- Established and ensured full range of services for adults with psychiatric disabilities
- Developed programmatic policies and procedures with Quality Assurance Department
- Established productivity expectations consistent with budget target of approximately $4 million dollars
- Monitored and implemented quality assurance standards to satisfy regulators including NH DBH, Medicaid, Medicare, NHHFA. etc
- Established an office of consumer affairs and created a committee of consumers and staff to give feedback and direction relative to department performance

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Greater Manchester Mental Health Center, Manchester, NH **1992-1994**
Director, Emergency Services
Greater Manchester Mental Health Center is a private, nonprofit community mental wellness center. Since 1960, GMMHC has been serving children, teens, adults and seniors from the greater Manchester area, providing help and treatment regardless of age, diagnosis or ability to pay.

- Managed the 24-hour emergency care and psychiatric assessments
- Provided crisis intervention and emergency care to people in acute distress
- Recruited, trained and supervised department personnel
- Liaison to local police, hospitals, homeless shelters and refugee centers

Manager: Crisis Care Unit/SRO/Respite Care/Shared Apartment Program **1982-1985**

- Supervised and trained direct care staff, implementing treatment related to independent living skills and community-based living
- Screened and assessed patients for appropriate services and placement
- Liaison with local housing authority and police
- Wrote and implemented residential service plans for 40 psychiatrically disabled adults

Community Council of Nashua, Nashua, NH **1989-1992**
Director, Community Education (Known now as The Greater Nashua MHC & Community Council)
Established in 1920 as a welfare office and then as a community mental health center in 1967. This was a newly created positon which focused on building community bridges with the organization.

- Developed and implemented agency-wide staff development plan
- Authored grants and responded to RFP's for special projects promoting education and prevention services
- Developed a curriculum with NAMI-NH to support parents of adult children with SPMI/SMI

NE Non-Profit Housing, Manchester, NH **1986-1989**
Social Worker
The agency mission was to develop and expand low income housing options in the greater Manchester area.

- Property management and general contractors for CDBH/"Mod Rehab" housing projects
- Co-authored grant for $2.5 million dollar HUD grant for "Women in Transition"
- Conducted housing inspections and worked with code department and local authority to assure compliance standards

Region IV Area Agency, Concord **1986**
Case Manager
Designated by NH Department of Developmental Services in the capital region serving the needs of individuals and families affected by cognitive impairments.

- Developed and monitored treatment plans for 25 developmentally disabled adults

Education:

1998-2000	New England College	Henniker, NH
	MS Community Mental Health Counseling	
1996	Graduated NH Police Standards & Training	
	Part-time Police Officer	
1977-1981	SUNY Brockport	Brockport, NY
	BS Social Work	

Interests: Granite State Critical Incident Street Management Vice President & Coordinator
Navigating Recovery of the Lakes Region – Board Member
Community Health Services Network – Board President

Docusign Envelope ID: C8342977-9C64-43AA-B81F-B73C76C30DA7

Nicole Fitts

Integrative Program Lead

Education

Arizona State University - BA

Key Skills

Organization
Program Management
Customer Service
Communication
Problem-solving

Objective

An energetic and driven Human Services professional with managerial, organizational, and human relations skills seeks a position to deliver guidance and supportive services with accuracy and efficacy in a challenging environment to boost my learning potential and professional development.

Experience

July 2021- Present

Integrative Program Lead • Lakes Region Mental Health

In my current role at LRMHC, I work with a multidisciplinary team of professionals to assess individual housing needs and preferences for a caseload of fifty clients. This role includes advocacy, knowledge of current resources and referral processes. I also coordinate with landlords, property managers, and housing agencies to ensure that the clients have access to safe and quality housing options. Some of the skills that I use and develop in this role include communication, problem-solving, negotiation, and crisis management.

August 2005- September 2021

Barista/Supervisor • Starbucks

Worked in a team to provide excellent customer service to guests. Supervised team members and provided support to staff to support high and engaged moral. I maintained a calm presence in a fast-paced work environment, and am skilled at prioritizing tasks.

February 2013- May 2013

Internship • New Beginnings

Learned practical skills in the field while in my undergraduate program.

Leadership

Supportive and calm approach to leadership, I am willing to help staff in any situation to feel comfortable and empowered.

References

Available upon request.

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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: The Lakes Region Mental Health Center, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Margaret M. Pritchard	CEO/President	$0.00	$189,000.00
Nicole Fitts	Integrated & Bridge Program Lead	$63,000.00	$63,000.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00
		$0.00	$0.00

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address 278 Pleasant Street Concord, NH 03301	
1.5 Contractor Phone Number 603-226-7505	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $9,011,272. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Lisa K. Madden 03908E16890F4CC... Date: 6/4/2025		1.12 Name and Title of Contractor Signatory Lisa K. Madden — President & CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D03B04C83472... Date: 6/4/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox — Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460... On: 6/4/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS LM
Date 6/4/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

DS

Contractor Initials

Date 6/4/2025

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Contractor Initials UM

Date 6/4/2025

14. INSURANCE.

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

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

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

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

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

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

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

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

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

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

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

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

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Contractor Initials

Date 6/4/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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
Supported Housing

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 4 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least two (2) full-time HBSP Housing Specialists. The HBSP Housing Specialists must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialists and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialists maintain a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialists must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

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

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

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

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

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

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

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

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

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

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1. 4.23.4; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

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

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

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

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights

Protection Procedures for Mental Health Services.

1.6. Maintenance of Fiscal Integrity

1.6.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.6.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.6.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.6.1.2.1. All revenue sources and expenditures; and

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

1.6.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

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

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

1.6.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

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

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

1.6.3.1. Days of Cash on Hand:

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

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

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

1.6.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.6.3.2. Current Ratio:

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

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

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

1.6.3.3. Debt Service Coverage Ratio:

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

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

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

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

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

1.6.3.4. Net Assets to Total Assets:

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

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

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

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

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

1.6.4. If the Contractor does not meet either:

1.6.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.6.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

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

1.6.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

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

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

1.6.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.7. Reduction or Suspension of Funding

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

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1.7.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.7.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

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

1.7.1.2.2. Crisis services for all individuals.

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

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

1.8. Elimination of Programs and Services by Contractor

1.8.1. Not including service reductions collaboratively addressed in Section 1.7. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.8.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

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

1.9. The Contractor must participate in meetings with the Department as requested by the Department.

1.10. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.12. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.13. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.14. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.15. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

1.15.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.16. Background Checks

1.16.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.16.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.16.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.16.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.17. Confidential Data

1.17.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.17.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.18. Privacy Impact Assessment

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

1.18.1.1. How PII is gathered and stored;

1.18.1.2. Who will have access to PII;

1.18.1.3. How PII will be used in the system;

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

1.18.1.5. Privacy practices.

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

1.19. Department Owned Devices, Systems and Network Usage

1.19.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.19.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.19.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.19.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.19.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.19.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.19.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.19.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.19.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.19.1.9. Agree when utilizing the Department's email system:

1.19.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.19.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.19.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.19.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.19.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.19.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.19.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.19.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.19.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.19.2. Workspace Requirement

1.19.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.20. Contract End-of-Life Transition Services

1.20.1. General Requirements

1.20.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.20.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, networks and

telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.20.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.20.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.20.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.20.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.20.2. Completion of Transition Services

1.20.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.20.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms

and conditions of the Department's Information Security Requirements Exhibit.

1.20.3. Disagreement over Transition Services Results

1.20.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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

3.2.1. The Contractor must submit:

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

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

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

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

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

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

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or

duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

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

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.

If, upon further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.govor mailed to:

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

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

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

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

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

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

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

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (~~CPA~~) to

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.

11.2.1. 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.

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

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Supported Housing

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 15.00%

Line Item	Housing Bridge (SFY 2026)	Housing Bridge (SFY 2027)
1. Salary & Wages	$114,000	$114,000
2. Fringe Benefits	$78,000	$78,000
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$1,400	$1,400
6. Travel	$1,400	$1,400
7. Software	$8,000	$8,000
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$600	$600
8. (c) Other - Other (specify below)	$0	$0
Client Funds	$0	$0
Criminal Records Checks	$1,000	$1,000
Daily Subsidy Fees	$0	$0
Facility Fit Up Costs	$0	$0
Miscellaneous Expenses	$0	$0
Rental Occupancy Costs	$0	$0
Rental Payments	$0	$0
Rental Vouchers	$0	$0
Staff Recruitment	$0	$0
Unit Damage	$0	$0
Telephone	$1,752	$1,752
9. Specialty Housing Provisions	$0	$0
10. Subrecipient Contracts	$0	$0
Total Direct Costs	$206,152	$206,152
Total Indirect Costs	$30,923	$30,923
Subtotals	$237,075	$237,075
	TOTAL	**$ 474,150**

DS

Contractor Initials: _____

Date: 6/4/2025

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

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

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

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

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

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

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

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

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

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

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

V. LOSS REPORTING

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

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

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

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

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

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

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

6. Identify incident/breach notification method and timing;

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

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

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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Date 6/4/2025

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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6/4/2025
Date

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Riverbend Community Mental Health, Inc.
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	DocuSigned by: Lisa K. Madden 63063E48900F4CC...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Lisa K. Madden
Name of Authorized Representative	Name of Authorized Representative
Director	President & CEO
Title of Authorized Representative	Title of Authorized Representative
6/4/2025	6/4/2025
Date	Date

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Date 6/4/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that RIVERBEND COMMUNITY MENTAL HEALTH, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 25, 1966. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62509**

Certificate Number: **0006652189**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 1st day of April A.D. 2024.

David M. Scanlan
Secretary of State

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CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, hereby certify that:

1. I am a duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation, duly called and held on January 23, 2025, at which a quorum of the Directors/shareholders were present and voting.

   VOTE: That the President & CEO and/or Treasurer hereby is authorized on behalf of this Corporation to enter into contract(s) with the State, Federal Government, Managed Care Organizations or any additional contract necessary for the continued operations of the Corporation and to execute any and all documents, agreements and other instruments, and any amendment, revisions, or modifications thereto, as (s)he may deem necessary, desirable or appropriate.

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

4. Lisa K. Madden is duly elected President & CEO of the Corporation.

Dated: May 27, 2025

Andrea D Beaudoin

Signature of Elected Officer
Name: Andrea D. Beaudoin
Title: Assistant Board Secretary

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Client#: 1364844 RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2024

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

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

PRODUCER	CONTACT NAME: Linda Jaeger, CIC	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: linda.jaeger@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURED Riverbend Community Mental Health Inc. 29 School Street Concord, NH 03301	INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2607465008	10/01/2024	10/01/2025	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	X BI/PD Ded:$10K						MED EXP (Any one person)	$5,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2607466008	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB8832130008	10/01/2024	10/01/2025	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $ $10K							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			R02233HCHS202501	01/01/2025	01/01/2026	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A		3A States: NH			E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Professional Liability			PHPK2607465008	10/01/2024	10/01/2025	$1,000,000 Ea. Incident $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Riverbend Community Mental Health, Inc.

We are a private, nonprofit providing specialized behavioral health services in central New Hampshire. Evidence-based models of treatment guide all our work, and we strongly believe in the power of resilience and recovery. We provide educational programming to increase behavioral health literacy, and we strongly support efforts to reduce stigma.

Mission Statement

- **We care for the behavioral health of our community.**

Vision

- We provide responsive, accessible, and effective mental health services.
- We seek to sustain mental health and promote wellness.
- We work as partners with clients and families.
- We view recovery and resiliency as an on-going process in which choice, education, advocacy, and hope are key elements.
- We are fiscally prudent and work to ensure that necessary resources are available to support our work, now and in the future.

Values

- We value diversity and see it as essential to our success.
- We value staff and their outstanding commitment and compassion for those we serve.
- We value quality and strive to continuously improve our services by incorporating feedback from clients, families and community stakeholders.
- We value community partnerships as a way to increase connections and resources that help clients and families achieve their goals.

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Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2022

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Riverbend Community Mental Health, Inc.
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on the Audit of the Financial Statements

Opinion

We have audited the accompanying financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2022, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Riverbend Community Mental Health, Inc. and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

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

Auditor's Responsibilities for the Audit of the Financial Statements

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

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

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

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

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, analysis of client service fees and schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of functional revenues, schedule of functional expenses, analysis of BBH revenues, receipts and receivables, analysis of client service fees and schedule of expenditures of federal awards are fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated January 5, 2023, on our consideration of Riverbend Community Mental Health, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Riverbend Community Mental Health, Inc.'s internal control over financial reporting and compliance.

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

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Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	2022	2021
CURRENT ASSETS		
Cash and cash equivalents	$ 18,387,254	$ 14,523,074
Client service fees receivable, net	607,311	944,068
Other receivables	1,828,852	1,662,191
Investments	8,297,863	9,290,242
Prepaid expenses	377,808	174,204
Tenant security deposits	27,271	27,257
TOTAL CURRENT ASSETS	29,526,359	26,621,036
PROPERTY & EQUIPMENT, NET	11,654,912	11,136,269
OTHER ASSETS		
Investment in Behavioral Information Systems	-	109,099
TOTAL ASSETS	$ 41,181,271	$ 37,866,404

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 536,862	$ 110,023
Accrued expenses	1,494,556	1,049,309
Tenant security deposits	32,518	26,140
Accrued compensated absences	852,920	990,852
Current portion of long-term debt	1,372,442	253,357
Deferred revenue	816,586	7,512
TOTAL CURRENT LIABILITIES	5,105,884	2,437,193
LONG-TERM LIABILITIES		
Long-term debt, less current portion	5,635,000	7,005,549
Unamortized debt issuance costs	(171,183)	(197,077)
Long-term debt, net of unamortized debt issuance costs	5,463,817	6,808,472
Interest rate swap liability	(76,335)	283,844
TOTAL LONG-TERM LIABILITIES	5,387,482	7,092,316
NET ASSETS		
Net Assets without donor restrictions	27,840,003	25,181,789
Net Assets with donor restrictions	2,847,902	3,155,106
TOTAL NET ASSETS	30,687,905	28,336,895
TOTAL LIABILITIES AND NET ASSETS	$ 41,181,271	$ 37,866,404

See Accompanying Notes to Financial Statements.

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Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2022			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	2021
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	$ 1,570,285	$ -	$ 1,570,285	$ 814,256
State of New Hampshire -- BBH	3,266,762	-	3,266,762	3,233,066
In-kind donations	165,584	-	165,584	170,784
Contributions	203,367	3,150	206,517	119,565
Other	1,515,124	-	1,515,124	1,332,616
Total Public Support	6,721,122	3,150	6,724,272	5,670,287
Revenues -				
Client service fees, net of provision for bad debts	27,192,609	-	27,192,609	28,766,679
Other	3,158,204	-	3,158,204	4,049,036
Net assets released from restrictions	164	(164)	-	-
Total Revenues	30,350,977	(164)	30,350,813	32,815,715
TOTAL PUBLIC SUPPORT AND REVENUES	37,072,099	2,986	37,075,085	38,486,002
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,882,917	-	5,882,917	5,416,903
Emergency services	1,127,714	-	1,127,714	1,338,609
Behavioral Crisis Treatment Ctr	727,261	-	727,261	1,448,814
ACT Team	1,724,146	-	1,724,146	1,535,887
Outpatient - Concord	5,865,371	-	5,865,371	5,219,249
Outpatient - Franklin	2,797,721	-	2,797,721	2,779,628
Multi-Service Team - Community Support Program	7,860,088	-	7,860,088	7,020,285
Mobile Crisis Team	2,291,985	-	2,291,985	1,798,522
Community Residence - Twitchell	1,141,200	-	1,141,200	1,122,608
Community Residence - Fellowship	884,593	-	884,593	549,409
Restorative Partial Hospital	-	-	-	1,866
Supportive Living - Community	1,373,256	-	1,373,256	1,510,700
Bridge Housing	199,834	-	199,834	105,971
Other Non-BBH	2,141,212	-	2,141,212	3,375,387
Administrative	87,769	-	87,769	908,076
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	34,105,067	-	34,105,067	34,131,914
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	2,967,032	2,986	2,970,018	4,354,088
OTHER INCOME (LOSS)				
PPP Loan Forgiveness	-	-	-	5,017,927
Investment Income (loss)	(667,111)	(310,190)	(977,301)	1,626,882
Change in fair value of interest rate swap	358,293	-	358,293	202,828
TOTAL OTHER INCOME (LOSS)	(308,818)	(310,190)	(619,008)	6,847,637
TOTAL INCREASE (DECREASE) IN NET ASSETS	2,658,214	(307,204)	2,351,010	11,201,725
NET ASSETS, BEGINNING OF YEAR	25,181,789	3,155,106	28,336,895	17,135,170
NET ASSETS, END OF YEAR	$ 27,840,003	$ 2,847,902	$ 30,687,905	$ 28,336,895

See Accompanying Notes to Financial Statements.

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Riverbend Community Mental Health, Inc.
STATEMENTS OF CASH FLOWS
For the Years Ended June 30,

	2022	2021
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 2,351,010	$ 11,201,725
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,076,666	1,196,915
Unrealized (gain) loss on investments	1,237,505	(958,071)
Gain on sale of BIS	(28,077)	-
PPP loan forgiveness	-	(5,017,927)
Change in fair value of interest rate swap	(358,293)	(202,828)
Changes in:		
Client service fee receivables	336,757	396,241
Other receivables	(166,661)	379,052
Prepaid expenses	(203,604)	(15,422)
Tenant security deposits	6,364	(1,117)
Accounts payable and accrued expenses	734,154	2,719
Deferred revenue	809,074	(3,424)
NET CASH PROVIDED BY OPERATING ACTIVITIES	5,794,895	6,977,863
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(1,569,415)	(376,799)
Proceeds from sale of investment in BIS	137,176	-
Investment activity, net	(245,126)	(655,317)
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	(1,677,365)	(1,032,116)
CASH FLOWS FROM FINANCING ACTIVITIES		
Principal payments on long-term debt	(253,350)	(244,518)
NET INCREASE IN CASH	3,864,180	5,701,229
CASH AT BEGINNING OF YEAR	14,523,074	8,821,845
CASH AT END OF YEAR	$ 18,387,254	$ 14,523,074
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for interest	$ 242,098	$ 244,599

See Accompanying Notes to Financial Statements.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Riverbend Community Mental Health, Inc. (Riverbend) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs. The organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2). It operates in the Merrimack and Hillsborough counties of New Hampshire.

Income Taxes

Riverbend, is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Therefore, it is exempt from income taxes on its exempt function income.

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2019, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

Related Organizations

Riverbend is an affiliate of Capital Region Health Care (CRHC). CRHC is a comprehensive healthcare service system consisting of one hospital, one visiting nurse association, real estate holding companies and a variety of physician service companies. The affiliation exists for the purpose of integrating and improving the delivery of healthcare services to the residents of the central New Hampshire area.

Penacook Assisted Living Facility (PALF) is managed by Riverbend. PALF is a 501(c)(3) organization and operates the "John H. Whitaker Place" assisted care community located in Penacook, New Hampshire. PALF terminated all management services from Riverbend on August 5, 2022.

Basis of Presentation

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

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

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

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

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Property
Property is recorded at cost or, if donated, at fair market value at the date of donation. Depreciation is provided using both straight-line and accelerated methods, over the estimated useful lives of the assets.

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight-line method. Estimated useful lives range from 3 to 40 years.

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

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

In-Kind Donations
Various public and private entities have donated facilities for Riverbend's operational use. The estimated fair value of such donated services is recorded as offsetting revenues and expenses in the accompanying statement of revenue support and expenses of general funds.

Revenue
Grant revenue received by Riverbend is deferred until the related services are provided.

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

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

Riverbend has recorded an estimate in the allowance for doubtful accounts of $882,275 and $1,141,701 as of June 30, 2022 and 2021, respectively. The allowance for doubtful accounts represents 59% and 55% of total client service accounts receivable as of June 30, 2022 and 2021, respectively.

Client Service Revenue

Riverbend recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. Riverbend recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. Riverbend has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. Riverbend receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2022 totaled $27,192,609, of which $26,309,819 was revenue from third-party payors and $885,790 was revenue from self-pay clients.

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

New Hampshire Medicaid

Riverbend is reimbursed for services rendered to Medicaid clients on the basis of fixed Fee for Service rates.

New Hampshire Healthy Families

This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Beacon Wellsense
This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

Amerihealth
This a managed care organization that reimburses Riverbend Medicaid funds for services rendered on a fee for service and capitated structure.

State of New Hampshire
Riverbend is reimbursed for certain expenses through support from the State of New Hampshire general funds accounts. Assertive Continuous Treatment Teams (ACT) for both adults and children, Mobile Crisis Teams, Refugee Interpreter Services are such accounts.

Concord Hospital
Riverbend is reimbursed for certain projects through support from the Concord Hospital for behavioral health services rendered in the emergency room inpatient psychiatric unit and for general administrative services are all reimbursed on a contractual basis.

Approximately 85% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2022 and 2021, respectively. Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation and change. As a result, it is possible that recorded estimates could change materially in the near term.

Interest Rate Swap Agreements
Riverbend uses an interest-rate swap to mitigate interest-rate risk on our bonds payable (Note 8). The related liability or asset is reported at fair value in the statements of financial position, and unrealized gains or losses are included in the statements operations.

Advertising
Advertising costs are expensed as incurred. Total costs were $147,475 and $150,252 at June 30, 2022 and 2021, respectively.

NOTE 2 CASH

At June 30, 2022 and 2021, the carrying amount of cash deposits was $18,414,525 and $14,550,331 and the bank balance was $18,484,523 and $14,725,805. Of the bank balance, $5,623,931 and $5,860,928 was covered by federal deposit insurance under written agreement between the bank and Riverbend, $7,007,442 and $7,258,906 was offset by debt, and the remaining $5,853,150 and $1,605,971 is uninsured. Subsequent to year end, Riverbend purchased $6,000,000 in treasuries to help reduce the exposure of uninsured cash at June 30, 2022.

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NOTE 3 ACCOUNTS RECEIVABLE

	2022	2021
CLIENT SERVICE RECEIVABLES		
Due from clients	$ 422,447	$ 480,709
Receivable from insurance companies	409,903	554,793
Medicaid receivable	511,061	868,095
Medicare receivable	154,045	182,149
Housing fees	(7,870)	23
	1,489,586	2,085,769
Allowance for doubtful accounts	(882,275)	(1,141,701)
	$ 607,311	$ 944,068
OTHER RECEIVABLES		
BBH	$ 423,452	$ 874,290
Federal Grants	655,290	451,811
Behavioral Information System - BIS	-	59,023
Merrimack County Drug Court	216,397	76,767
MCO Directed Payments	443,238	137,199
Due from Penacook Assisted Living Facility	-	12,866
Other	90,475	50,235
	$ 1,828,852	$ 1,662,191

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with The Colony Group. The approximate breakdown of these investments are as follows at June 30,:

2022	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 218,163	$ -	$ 218,163
Corporate Bonds	1,797,021	(180,003)	1,617,018
Exchange Traded Funds	2,697,443	291,102	2,988,545
Equities	85,664	(16,218)	69,446
Mutual Funds	3,542,649	(137,958)	3,404,691
	$8,340,940	$ (43,077)	$8,297,863

NOTE 4 INVESTMENTS (continued)

2021	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 179,254	$ -	$ 179,254
Corporate Bonds	2,039,624	(25,757)	2,013,867
Exchange Traded Funds	2,724,996	858,110	3,583,106
Equities	79,159	(5,099)	74,060
Mutual Funds	3,017,771	422,184	3,439,955
	$8,040,804	$1,249,438	$9,290,242

Investment income (losses) consisted of the following at June 30,:

	2022	2021
Interest and dividends	$ 202,906	$ 191,809
Realized gains (losses)	115,919	528,978
Unrealized gains (losses)	(1,237,505)	958,071
Fee expenses	(58,621)	(51,976)
TOTAL	$ (977,301)	$1,626,882

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value.

The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;

Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.

Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2022. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

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NOTE 6 OTHER INVESTMENTS

Behavioral Information System

Riverbend entered into a joint venture with another New Hampshire Community Mental Health Center. Under the terms of the joint venture, Riverbend invested $52,350 for a 50% interest in Behavioral Information Systems (BIS).

The investment is being accounted for under the equity method. Accordingly, 50% of the BIS operating income for the year has been reflected on the books of Riverbend.

Riverbend sold its 50% investment in BIS on December 31, 2021, for $137,176 for a gain of $28,077, which is recorded in other revenues on the statement of functional revenues for the year ended June 30, 2022.

NOTE 7 PROPERTY AND EQUIPMENT

Property and equipment, at cost:

	2022	2021
Land	$ 1,275,884	$ 1,275,884
Buildings	17,789,504	17,707,974
Leasehold Improvements	541,181	532,136
Furniture and Fixtures	4,479,040	4,204,035
Equipment	2,268,463	1,998,972
Software licenses	211,893	171,799
CIP	894,251	-
	27,460,216	25,890,800
Accumulated Depreciation	(15,805,304)	(14,754,531)
NET BOOK VALUE	$ 11,654,912	$11,136,269

NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	2022	2021
Mortgage payable, $1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 1.67%, annual principal and interest payments of $5,630 with a final balloon payment of $946,441 due June, 2029.	$ 1,132,442	$ 1,153,906

NOTE 8 LONG-TERM DEBT (continued)

	2022	2021
Bond payable, TD Banknorth dated February 2003, interest at a fixed rate of 3.06% with annual debt service payments of varying amounts ranging from $55,000 in July 2004 to $375,000 in July 2034. Matures July 2034. The bond is subject to various financial covenant calculations.	2,725,000	2,885,000
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 1.11% through a swap agreement expiring 9/1/2028 annual debt service payments of varying amounts ranging from $55,000 in July 2017 to $475,000 in July 2038. Matures July 2038. The bond is subject to various financial covenant calculations.	3,150,000	3,220,000
	7,007,442	7,258,906
Less: Current Portion	(1,372,442)	(253,357)
Long-term Debt	5,635,000	7,005,549
Less: Unamortized debt issuance costs	(171,183)	(197,077)
	$ 5,463,817	$ 6,808,472

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:

Year Ending June 30,	Amount
2023	$ 1,372,442
2024	250,000
2025	260,000
2026	270,000
2027	285,000
Thereafter	4,570,000
	$ 7,007,442

Riverbend has an irrevocable direct pay letter of credit which is associated with the 2008 bond. The letter of credit is for the favor of the Trustee of the bond for the benefit of the bond holders under the bond indenture dated September 1, 2017. The letter is for $3,395,000 and expires September 1, 2028.

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NOTE 9 LINE OF CREDIT

As of June 30, 2022, Riverbend had available a line of credit with an upper limit of $1,500,000. At that date no borrowings were outstanding against the line of credit. These funds are available with an interest rate equal to 1.5% above the Wall Street Journal Prime Rate with a minimum interest rate of 4%. This line of credit is secured by all accounts receivable of the company and is due on demand. The line of credit matures May 31, 2023.

NOTE 10 DEFERRED INCOME

	2022	2021
Concord Hospital/Dartmouth Hitchcock	$ 7,512	$ 7,512
Illness Mgmt Recovery Award	12,800	-
ARPA Grant	796,274	-
TOTAL DEFERRED INCOME	$ 816,586	$ 7,512

NOTE 11 RELATED PARTY

Penacook Assisted Living Facility, Inc., an affiliate, owed Riverbend at year end.

The balance is comprised of the following at June 30,:

	2022	2021
Ongoing management and administrative services, recorded in other accounts receivable	$ -0-	$ 12,866

Riverbend collected $51,199 and $105,251 for property management services, and $37,064 and $59,628 for contracted housekeeping services during the years ended June 30, 2022 and 2021, respectively. As disclosed previously in Note 1, PALF terminated all management services from Riverbend on August 5, 2022.

NOTE 12 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

Year Ending June 30,	Amount
2023	$ 74,765
2024	35,605
2025	32,459
2026	32,925
	$ 175,754

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NOTE 12 OPERATING LEASES (continued)

Total rent expense for the years ended June 30, 2022 and 2021 was $109,799 and $128,258, respectively.

NOTE 13 EMPLOYEE BENEFIT PLAN

Riverbend makes contributions to a 403(b) plan on behalf of its employees. This program covers substantially all full-time employees. During the years ended June 30, 2022 and 2021, such contributions were $382,464 and $399,460, respectively.

NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2022 for general expenditures are as follows:

Cash and Cash Equivalents	$ 18,387,254
Accounts Receivable (net)	2,436,163
Investments	8,297,863
Financial assets, at year end	29,121,280
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	(2,847,902)
Financial assets available within one year for general expenditures	$ 26,273,378

Restricted deposits, and reserves are restricted for specific purposes and therefore are not available for general expenditures.

Investments in real estate and partnerships are not included as they are not considered to be available within one year.

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

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NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2022:

	2022		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,553,554	2,553,554
Development Fund	149,513	-	149,513
	$ 294,348	$ 2,553,554	$ 2,847,902

	2021		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,863,868	2,863,868
Development Fund	146,403	-	146,403
	$ 291,238	$ 2,863,868	$ 3,155,106

On December 28, 1978 the Jo Babcock Memorial Fund was established by Henry Frances Babcock of Belmont, MA, in memory of their daughter. Designated for the treatment of outpatients, in particular those who are unable to pay for services, the Babcock Fund, may also be used to purchase equipment for research or treatment.

The initial gift consisted of 250 shares of Merck stock, in street form. The stocks were subsequently sold. In 1979, the Babcock Family sent additional funds in the form of bonds, etc.

Capital Campaign Fund – *(Charles Schwab)*

In the spring of 2003, Riverbend Community Mental Health completed a campaign seeking to raise capital support from community leaders, families, friends, corporations, and foundations. The campaign was intended to identify urgent capital projects that could expand and improve services to a relatively underserved population of clients.

The overall campaign is also intended to provide new and improved facilities for the Riverbend community, and enhance the services provided to the patients at Riverbend Community Mental Health, Inc..

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NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

The Development Fund – *(Charles Schwab)*

The Development Fund consists of agreements with various corporations and foundations that specifically designate their contributions to be utilized for supporting program service expenses; funds are restricted in order for Riverbend to ensure that almost all of each individual contribution received can go toward supporting programs and initiatives that benefit the community.

Below is the breakdown of the restricted activity above for the year ending June 30, 2022:

	2022	2021
Investment Income	$ 123	$ 216,777
Unrealized gain (loss) on Investments	(310,313)	334,235
Investment Fees	-	(19,114)
Total Annuity Activity	(310,190)	531,898
New Grants	3,150	12,050
Net assets released from restrictions	(164)	(8,320)
Beginning Assets with Donor Restrictions	3,155,106	2,619,478
Ending Assets with Donor Restrictions	$ 2,847,902	$ 3,155,106

NOTE 16 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Riverbend's customers and revenue, absenteeism in the Riverbend's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Riverbend, including receivables and property and equipment.

Due to these economic uncertainties Riverbend applied for and received Federal support and aid funding through the Paycheck Protection Program (aka PPP) and the Provider Relief Fund, which was implemented as part of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). These proceeds were used to cover payroll costs, certain interest payments, rent, and utility costs. These funds were one-off unanticipated payments and any future relief is uncertain.

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NOTE 17 PAYCHECK PROTECTION PROGRAM LOAN

On April 12, 2020, Riverbend was granted a loan in the amount of $5,017,927 under the Paycheck Protection Program ("PPP") administered by the Small Business Administration ("SBA"). The loan was uncollateralized and was fully guaranteed by the Federal Government. Riverbend used the PPP loan proceeds for purposes consistent with the loan provisions and received forgiveness to grant status on August 18, 2021. For the year ended June 30, 2021, Riverbend recognized $5,017,927 as PPP Loan forgiveness in other income.

NOTE 18 SUBSEQUENT EVENTS

On July 26, 2022, Riverbend paid the Pleasant street property mortgage payable in the amount of $1,132,442. During the year ended June 30, 2022, this amount is included in the current portion of long term debt.

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through January 5, 2023, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2022, have been incorporated into the financial statements herein.

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SUPPLEMENTARY INFORMATION

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Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL REVENUES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	2022 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Multi-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2021
PROGRAM SERVICE FEES																
Net Client Fees	$ 885,790	$ -	$ 885,790	$ 116,496	$ 37,156	$ 23,605	$ 253,707	$ 39,234	$ 290,790	$ 42,537	$ 2,779	$ (383)	$ 16,216	$ 354	$ 63,299	$ 399,311
HMO's	443,166	-	443,166	101,174	12,676	1,165	171,638	7,375	130,226	16,969	-	-	(11)	-	1,954	939,808
Blue Cross/Blue Shield	942,581	-	942,581	280,784	19,789	4,016	375,978	22,413	208,052	23,874	-	-	128	-	7,547	638,335
Medicaid	23,146,219	46,816	23,099,403	4,547,610	165,437	29,210	1,299,559	1,077,915	12,440,653	284,470	1,221,222	989,126	384,049	9,943	650,209	24,736,117
Medicare	750,229	-	750,229	425	2,140	(2,748)	218,208	24,716	504,617	1,748	-	-	32	-	1,091	708,987
Other Insurance	620,102	-	620,102	100,276	6,961	2,401	284,637	16,593	201,866	1,924	-	-	27	-	5,417	1,043,059
Other Program Fees	404,522	-	404,522	2,800	-	-	15,352	-	486	-	137,974	-	230,220	-	17,710	403,062
PROGRAM SALES																
Service	3,158,204	-	3,158,204	-	1,224,683	-	1,503,175	-	12,994	-	-	-	-	-	417,352	4,049,036
PUBLIC SUPPORT																
United Way	4,123	-	4,123	1,767	559	-	-	-	-	-	-	-	-	-	1,797	6,905
Local/County Gov't.	226,540	-	226,540	-	-	-	-	-	-	-	-	-	226,540	-	-	-
Donations/Contributions	206,517	3,469	203,048	19,500	-	-	25,550	-	9,795	-	750	-	-	-	147,453	119,565
Other Public Support	1,176,897	-	1,176,897	144,693	6,873	-	455,850	-	30,022	-	91,574	-	438,783	-	9,102	691,478
FEDERAL FUNDING																
Other Federal Grants	1,533,667	-	1,533,667	146,497	28,403	17,569	146,408	42,681	262,821	57,409	28,486	-	36,085	4,979	762,329	632,742
PATH	36,618	-	36,618	-	-	-	-	-	-	-	-	-	36,618	-	-	181,514
IN-KIND DONATIONS	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
OTHER REVENUES	107,564	26,234	81,330	429	20	97	815	60	-	-	-	15	140	30	79,724	634,233
BBH	3,266,762	11,250	3,255,512	65,845	-	630,324	-	349,814	8,307	1,839,255	-	-	-	186,015	177,952	3,233,066
TOTAL PROGRAM REVENUES	$ 37,075,085	$ 87,769	$ 36,987,316	$ 5,528,296	$ 1,504,697	$ 705,639	$ 4,750,877	$ 1,580,801	$ 14,098,609	$ 2,269,186	$ 1,648,369	$ 988,758	$ 1,368,827	$ 201,321	$ 2,342,936	$ 38,486,002

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Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2022, with
Comparative Totals for 2021

	2022 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Choices, RCA, Inpatient, Autism, Drug Court (Non-Eligibles)	ACT Team	Mult-Service Team	Mobile Crisis Team	Comm. Res. Twitchell	Comm. Res. Fellowship	Comm. Supp. Living	Bridge Housing	Other (Non-BBH)	2021
PERSONNEL COSTS																
Salary &Wages	$ 21,261,402	$ 2,034,590	$ 19,226,812	$ 3,407,550	$ 678,744	$ 372,699	$ 3,560,074	$ 1,008,455	$ 6,290,725	$ 1,479,997	$ 523,563	$ -	$ 690,980	$ 113,640	$ 1,100,405	$ 22,287,895
Employee Benefits	4,479,324	878,377	3,600,947	677,896	87,194	132,179	510,046	242,837	1,308,512	160,482	100,242	-	142,008	32,935	206,616	4,402,035
Payroll Taxes	1,649,078	163,615	1,485,463	265,355	49,240	29,475	251,025	81,366	493,335	121,073	44,115	-	55,685	8,734	86,040	1,488,152
PROFESSIONAL FEES																
Substitute Staff	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	336,667
Accounting	46,330	46,330	-	-	-	-	-	-	-	-	-	-	-	-	-	45,600
Legal Fees	45,342	45,342	-	-	-	-	-	-	-	-	-	-	-	-	-	35,147
Other Prof. Fees/Consul.	1,830,243	712,344	1,117,899	63,083	1,574	919	88,094	1,366	76,002	1,715	971	872,149	1,493	695	8,838	1,232,201
STAFF DEV. & TRAINING																
Journals & Pub.	7,096	2,411	4,685	1,253	26	64	2,713	71	89	43	286	-	3	-	137	8,899
Conferences and Conv.	84,843	19,562	65,281	10,952	228	1,948	24,290	787	16,475	3,459	1,908	-	452	1,075	3,707	51,265
OCCUPANCY COSTS																
Rent	137,878	96,307	41,569	20,961	-	-	19,424	884	-	-	-	-	-	-	300	156,335
Heating Costs	83,905	8,770	75,135	9,280	1,842	1,081	12,609	1,331	13,839	2,488	8,629	-	20,758	123	4,957	75,937
Other Utilities	225,877	34,202	191,675	25,209	5,261	4,793	35,924	6,537	42,016	6,818	16,159	-	34,588	745	13,625	222,120
Maintenance and Repairs	313,575	39,808	273,767	25,379	16,045	15,892	34,617	6,530	50,884	20,543	27,358	-	56,938	1,252	18,329	211,264
Taxes	21,219	-	21,219	-	-	-	-	-	-	-	-	-	21,219	-	-	14,531
Other Occupancy Costs	423,904	221,655	201,949	37,320	5,727	4,595	31,052	11,264	64,599	18,231	6,041	-	10,175	1,153	11,792	24,099
CONSUMABLE SUPPLIES																
Office	64,523	15,626	48,897	5,240	391	465	7,361	1,815	17,636	11,429	1,775	-	1,452	478	835	383,166
Building/Household	121	-	121	-	-	-	-	121	-	-	-	-	-	-	-	105,329
Educational/Training	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	14,884
Food	45,151	8,387	36,764	3,202	290	691	3,410	439	3,464	4,811	16,708	-	2,913	29	807	34,019
Medical	320,517	9,195	311,322	20,699	126	155	36,483	800	4,971	936	927	-	846	38	245,341	117,141
ADVERTISING	147,475	123,796	23,679	3,229	433	676	2,412	1,108	9,879	1,419	554	-	1,035	103	2,831	150,252
PRINTING	16,427	9,721	6,706	1,718	-	380	1,161	86	2,652	340	222	-	14	5	148	16,077
TELEPHONE/ COMMUNICATIONS	372,858	96,650	276,208	43,174	37,821	6,099	50,026	9,185	65,186	17,939	15,861	-	15,362	946	14,599	366,969
POSTAGE/SHIPPING	27,191	2,615	24,576	4,077	628	404	3,035	1,235	9,955	1,965	683	-	1,042	134	1,418	30,419
TRANSPORTATION																
Staff	328,703	49,549	279,154	56,890	20	112	3,567	24,816	178,108	3,101	4,418	-	4,011	795	5,314	249,351
Clients	6,291	614	5,677	867	144	142	52	-	40	1,163	284	-	-	-	2,995	17,298
INSURANCE																
Malpractice and Bonding	180,027	18,626	161,401	-	21,232	10,529	26,813	8,122	40,646	27,632	3,927	-	7,158	1,708	13,634	185,684
Vehicles	19,150	9,002	10,148	2,192	-	-	-	-	137	-	4,287	-	3,532	-	-	15,380
Comp. Property & Liab.	66,704	19,149	47,555	27,313	569	671	5,228	925	5,663	639	184	-	4,764	104	1,475	27,191
INTEREST EXPENSE	242,098	114,241	127,857	52,199	17,796	1,136	40,931	2,181	-	5,556	-	-	-	-	8,058	244,589
IN-KIND EXPENSE	165,584	-	165,584	-	-	-	-	-	-	-	165,584	-	-	-	-	170,784
DEPRECIATION AND AMORTIZATION	1,079,666	447,918	628,748	154,454	16,446	19,294	136,739	21,736	128,679	26,060	10,760	-	69,309	2,417	42,854	1,196,915
EQUIPMENT MAINTENANCE	39,327	6,933	32,394	11,118	1,113	134	4,845	1,232	6,842	1,732	2,097	-	1,500	194	1,587	40,054
MEMBERSHIP DUES	56,724	56,424	300	300	-	-	-	-	-	-	-	-	-	-	-	54,864
OTHER EXPENDITURES	319,516	17,172	302,344	22,975	6,606	9,406	43,742	18,243	162,708	8,344	5,005	596	9,048	956	14,715	139,361
TOTAL EXPENSES	34,105,067	5,309,231	28,795,836	4,953,875	949,496	613,939	4,936,893	1,453,474	8,991,072	1,927,915	960,548	872,745	1,156,263	168,259	1,811,357	34,131,914
ADMIN ALLOCATION	-	(5,221,462)	5,221,462	929,042	178,218	113,322	928,478	270,672	1,666,737	364,070	180,652	11,848	216,993	31,575	329,855	-
TOTAL PROGRAM EXPENSES	34,105,067	87,769	34,017,298	5,882,917	1,127,714	727,261	5,865,371	1,724,146	10,657,809	2,291,985	1,141,200	884,593	1,373,256	199,834	2,141,212	34,131,914
SURPLUS/(DEFICIT)	$ 2,970,018	$ -	$ 2,970,018	$ (354,621)	$ 376,983	$ (21,622)	$ (1,114,494)	$ (143,345)	$ 3,440,800	$ (23,799)	$ 507,169	$ 104,165	$ (4,429)	$ 1,487	$ 201,724	$ 4,354,088

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Riverbend Community Mental Health, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2022

	Receivable From BBH Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	Receivable from BBH End of Year
Contract Year, June 30, 2022	$ 858,579	$ 3,266,762	$ (3,701,889)	$ 423,452

Analysis of Receipts:

BBH & Federal Fund Payments			
07/23/21	$ 112,907	01/26/22	$ 197,042
07/26/21	24,932	01/27/22	33,042
08/23/21	25,155	01/31/22	346,088
08/30/21	401,951	02/01/22	105,000
08/31/21	196,022	02/28/22	3,501
10/01/21	88,101	03/03/22	139,886
10/13/21	29,217	03/25/22	46,906
10/26/21	95,904	03/28/22	35,810
10/28/21	17,677	03/31/22	15,256
10/29/21	9,676	04/04/22	29,094
10/31/21	6,151	04/07/22	130,601
11/01/21	122,260	04/18/22	29,006
12/01/21	188,514	04/22/22	26,467
12/03/21	10,173	04/25/22	452,591
12/07/21	29,458	04/30/22	3,215
12/09/21	403,312	05/10/22	9,785
12/29/21	35,420	05/11/22	7,468
01/06/22	56,596	05/31/22	828
01/12/22	1,350	06/30/22	406,456
		Less: Federal Monies	(170,929)
			$ 3,701,889

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Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2022

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
Client fees	$ 480,709	$ 1,841,970	$ (956,180)	$ (944,052)	$ 422,447
Blue Cross/Blue Shield	90,194	1,453,535	(510,954)	(888,863)	143,912
Medicaid	868,095	50,368,646	(27,222,427)	(23,503,253)	511,061
Medicare	182,149	1,042,664	(292,435)	(778,333)	154,045
Other insurance	464,599	2,053,153	(989,885)	(1,261,876)	265,991
Housing fees	23	419,977	(15,455)	(412,415)	(7,870)
Allowance for Doubtful accounts	(1,141,701)	-	259,426	-	(882,275)
TOTALS	$ 944,068	$ 57,179,945	$ (29,727,910)	$ (27,788,792)	$ 607,311

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SINGLE AUDIT REPORTS

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Riverbend Community Mental Health, Inc.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
For the Year Ended June 30, 2022

Federal Grantor/Program Title	Additional Award ID	Pass-Through Entity Number	Federal Assistance Listing Number	Expenditures
U.S. DEPARTMENT OF HEALTH AND HUMAN SERVICES				
Passed through the State of New Hampshire, Department of Health and Human Services:				
NH State Opioid Response		SS-2019-BDAS-05-ACCES-03-A03	93.788	$ 710,315
Projects for Assistance in Transition from Homelessness		SS-2018-DBH-01-MENTA-04	93.150	36,618
Emergency Grants to Address Mental and Substance Use Disorders During COVID-19	COVID-19	SS-2020-DBH-07-RAPID-04	93.665	177,952
System of Care 2.0		SS-2018-DBH-01-MENTA-04	93.104	57,445
Provider Relief Fund	COVID-19		93.498	164,840
TOTAL EXPENDITURES OF FEDERAL AWARDS				$ 1,147,170

NOTE A BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Riverbend Community Mental Health, Inc. under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Riverbend Community Mental Health, Inc. it is not intended to and does not present the financial position, changes in net assets, or cash flows of Riverbend Community Mental Health, Inc.

NOTE B SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement.

Riverbend Community Mental Health, Inc., has not elected to use the 10 percent de miminis indirect cost rate as allowed under the Uniform Guidance.

NOTE C PROVIDER RELIEF FUNDS

In total, through the year ended June 30, 2022, Riverbend Community Mental Health, Inc. received $1,263,352 in provider relief funds. Riverbend Community Mental Health, Inc. followed the U.S. Department of Health and Human Services reporting requirements based on the period of availablility for each payment received. Riverbend Community Mental Health, Inc. received $550,000 in provider relief funds in Period 1 which was subject to the Uniform Guidance at June 30, 2021. Riverbend Community Mental Health, Inc. received $164,840 in provider relief funds in Period 3 which was recognized as revenue and subject to the Uniform Guidance as of June 30, 2022 as shown on the schedule above. Additionally Riverbend Community Mental Health, Inc. received $548,512 in provider relief funds in Period 4 which was recognized as revenue for the year ended June 30, 2022, but not subject to the Uniform Guidance until June 30, 2023.

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2022, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated January 5, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Riverbend Community Mental Health, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether Riverbend Community Mental Health, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors of
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on Compliance for Each Major Federal Program

Opinion on Each Major Federal Program

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of Riverbend Community Mental Health, Inc.'s major federal programs for the year ended June 30, 2022. Riverbend Community Mental Health, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, Riverbend Community Mental Health, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of Riverbend Community Mental Health, Inc. and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of Riverbend Community Mental Health, Inc.'s compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to Riverbend Community Mental Health, Inc.'s federal programs.

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on Riverbend Community Mental Health, Inc.'s compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about Riverbend Community Mental Health, Inc.'s compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with generally accepted auditing standards, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding Riverbend Community Mental Health, Inc.'s compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of Riverbend Community Mental Health, Inc.'s internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

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Report on Internal Control Over Compliance

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Kittell, Branagan + Sargent

St. Albans, Vermont
January 5, 2023

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Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2022

A. SUMMARY OF AUDIT RESULTS

1. The auditor's report expresses an unmodified opinion on whether the financial statements of Riverbend Community Mental Health, Inc. were prepared in accordance with GAAP.

2. There were no significant deficiencies disclosed during the audit of the financial statements. No material weaknesses are reported.

3. No instances of noncompliance material to the financial statements of Riverbend Community Mental Health, Inc., which would be required to be reported in accordance with *Government Auditing Standards,* were disclosed during the audit.

4. There were no significant deficiencies in internal control over major federal award programs disclosed during the audit. No material weaknesses are reported.

5. The auditor's report on compliance for the major federal award programs for Riverbend Community Mental Health, Inc. expresses an unmodified opinion on all major federal programs.

6. There were no audit findings required to be reported in accordance with 2 CFR Section 200.516(a).

7. The programs tested as a major program were:

   93.788 - The Doorways - Hub & Spoke Concord

8. The threshold used for distinguishing between Types A and B programs was $750,000.

9. Riverbend Community Mental Health, Inc. was determined to be a low-risk auditee.

B. FINDINGS – FINANCIAL STATEMENTS AUDIT

- There were no findings related to the financial statements audit.

C. FINDINGS AND QUESTIONED COSTS – MAJOR FEDERAL AWARD PROGRAMS AUDIT

- There were no findings or questioned costs related to the major federal award programs.

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Riverbend Community Mental Health, Inc.
Board of Directors

James Doremus, **Chair**
Frank Boucher, **Vice Chair**
Andrea Beaudoin, **Assistant Secretary**
Lisa Madden, **President/CEO**, *Ex Officio*
Crystal Welch, **Treasurer**
John Barthelmes, **Immidate Past Chair**
Mark Broth
John Chisholm
Leslie Combs
Christopher Eddy
Benjamin Hodges
Nicholas Larochelle
Robin Nafshi
Bradley Osgood
James Snodgrass
Carol Sobelson
Johane Telgener
Kara Wyman
Robert Steigmeyer, *Ex Officio*

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LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

Riverbend Community Mental Health Center, Inc., Concord, NH, 5/2020 – present
President and Chief Executive Officer
Concord Hospital, Concord, NH, 5/2020 – present
Vice President of Behavioral Health
Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020
Associate Vice President of Behavioral Health
Executive Director of Region 3 Integrated Delivery Network
Responsible for the oversight of all behavioral health services within Southern New Hampshire Health system, this includes services at Southern New Hampshire Medical Center (SNHMC) and Foundation Medical Partners (FMP). In addition, serve as the Executive Director of the 1115 DSRIP Integrated Delivery Network (ION) for the Greater Nashua region. Duties for both positions include:

- Member of the Executive Leadership Team for both SNHMC and FMP.
- Oversee the program development, implementation and clinical services in the following departments:
  - Emergency Department
  - Partial Hospital Program (PHP)
  - Intensive Outpatient Program for Substance Use Disorders (IOP)
  - 18 bed inpatient behavioral health unit (BHU)
  - Foundation Counseling and Wellness -outpatient clinical services
  - Foundation Collaborative Care - outpatient psychiatric evaluation and medication management
  - Center for Recovery Management - medication for addiction treatment (MAT)
  - Integrated Behavioral Health in Primary Care Practices
- Responsible for the fiscal management of the above.
- Work closely with medical providers, practice managers and staff to address the needs of people living with mental illness and addictions. Addressing issues related to stigma and supporting their efforts to treat everyone with dignity and respect.
- Represent SNHH in community forums including:
  - New Hampshire Hospital Association Behavioral Health Peer Group

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  - New Hampshire Hospital Association Behavioral Health Learning Collaborative
  - Mayor's Suicide Prevention Task Force
- Seek funding for programs from various foundations and organizations.
- Participate in quality reviews and discussions with private insurance companies and state managed care organizations. Discussions include incentive options and program development opportunities for their members.
- Work closely with DHHS leadership to advance clinical treatment options in the community.
- Responsible for the implementation of the 1115 DSRIP waiver in Greater Nashua
  - SNHMC is the fiscal agent for the demonstration.
  - Work closely with 30 community partners to achieve the goals of the waiver.
  - Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
  - Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
  - Assure the special terms and conditions established by the state are implemented.

Center for Life Management, Derry, NH
Vice President and Chief Operating Officer, 6/05 - 6/15

Responsible for the oversight of efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Oversee all clinical services for the Community Mental Health Center for Region 10 in New Hampshire. Services include various therapeutic interventions, targeted case management, supported housing, wellness services, integrated care and community support services.
- Increased revenue by over 100% and increased staff by 41%. Responsible for the management of approximately 200 employees under operations.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide leadership for extensive program development. Responsible for the implementation and expansion of new or existing programs in response to community needs.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and administrative staff.
- Assist the President and CEO in developing short and long range strategic plan including program expansions, business development, facilities and capital usage and/or improvements.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency, coordination of services with area healthcare providers, as well as provision of behavioral healthcare consultation services at the physicians offices.
- Assisted in the process of consolidating three sites into one new facility in July 2007. Primary responsibility for the expansion of services in Salem in September 2014.
- Worked closely with the COO of a local hospital to develop and expand a long term contract to provide emergency evaluation services at the hospital and to assist

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with disposition to appropriate level of care.

- Worked extensively with Senior Management to prepare for Medicaid Care Management in New Hampshire. Part of the team that established the first in the state per member per month contract with the MCO's inclusive of incentive metrics.

Lisa K Madden, LICSW, LLC
Consultant, 6/04 - 6105

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

Interim Clinic Director, 8104 - 5105
Wayside Youth and Family Support, Framingham, MA

Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Assisted senior management with budget development.

Clinical Supervisor, 7104 - 6105
The Mentor Network, Lawrence MA

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)
The Family Counseling Center
Northeast Regional Clinic Director, Lawrence, .MA 12/99 - 9/03

Responsible for turnaround management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with staff recruitment and retention, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%; increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit for re-licensure from the Department of Public Health (DPH) as well as the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force-assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for **MSPCC.**

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Clinic Director, Hyannis, MA 9/95-12/99
Responsible for the turnaround management of a regional clinic serving children and families on Cape Cod. The clinic had experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations; redevelopment of a high quality clinical treatment team; as well as, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

North Essex Community Mental Health Center, (NECMHC, Inc.), Newburyport/Haverhill, MA
Employee Assistance Professional, Clinical Social Worker, 9/93-7/95

NECMHC, Inc., Newburyport/Haverhill, MA
Clinical Social Worker - Intern, 5193-9/93

Worcester Children's Friend Society, Worcester, MA
Clinical Social Worker - Intern, 9/92-4/93

The Jernberg Corporation, Worcester, MA
EAP Case Management Supervisor, 4190-4/93
EAP Case Manager, 2/89-4/90

The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester, MA, 10/85-2/89
Clinical Counselor I & II

EDUCATION

University of Connecticut, School of Social Work, West Hartford, CT
Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA
Bachelor of Arts, Government/Human Services, May 1985

PROFESSIONAL LICENSE

Licensed Independent Clinical Social Worker, MA # 1026094

TEACHING and PUBLICATION

Mental Health Management, New England College, Graduate School
Summer2007

Madden, Lisa K., 2009. Targeted Case Management Implementation at the Center for Life Management, Compliance Watch, volume 2, issue 3, p. 8-10.

References available upon request

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Chris Mumford

Experience

2017-present Riverbend Community Mental Health Center Concord, NH

Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management, program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

2013-present Riverbend Community Mental Health Center Concord, NH

CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

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- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

2009-2013 Riverbend Community Mental Health Center Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
- Provided licensure supervision to clinicians from other programs.
- Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
- Managed referrals for individual and group psychotherapy at CSP.
- Managed the intake schedule for CSP.
- Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
- Served as interim NHH liaison and back-up to the NHH liaison.
- Assured program adherence to HeM 401 regarding intakes and eligibility.
- Provided individual psychotherapy to a caseload of up to 20.
- Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
- Served on the Clinical Records Committee.
- Coordinated internship opportunities at CSP.
- Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.

2003-2009 Riverbend Community Mental Health Center Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

2002-2003 Riverbend Community Mental Health Center Concord, NH

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Residential Psychiatric Rehabilitation Specialist

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
- Medication support services

2002-2003 New Hampshire Hospital Concord, NH

Psychiatric Social Worker *internship*

- Initial assessments on an admission unit.
- Discharge coordination with numerous community agencies.

2001-2002 Carroll County Mental Health Center Wolfeboro, NH

Adult Clinician *internship*

- Individual psychotherapy with adults living with severe mental illness.
- Emergency Services assessment, intervention, and linkage.
- Facilitated voluntary and involuntary psychiatric hospitalizations.

Participation in DBT Skills group

Education

2001-2003 University of New Hampshire Durham, NH

Master of Social Work

- Magna Cum Laude

1994-1998 University of New Hampshire Durham, NH

Bachelor of Arts in Psychology

- Cum Laude

Licensure

Licensed Independent Clinical Social Worker

- March 17, 2007
- License #1367
- Provision of licensure supervision since 2007.

References

References are available on request.

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CRYSTAL A. WELCH

CAREER PROFILE

Experienced Chief Financial Officer/ Director of Finance & HR Administration, serving non-profit missions for over twenty years. Possesses solid leadership, communication and interpersonal skills to establish rapport with all levels of staff and management as well as outside resources and community partners. Strong qualifications in developing and implementing financial controls and processes to improve efficiency, productivity and cost control.

CORE QUALIFICATIONS

Accounting & Financial Management
Board Committee Documentation & Planning
Human Resources & Payroll
Grant Management
Audit
Projection Modeling
Budgeting
Financial Analysis & Reporting
Risk Management
Capital Campaigns
Investments
Business Planning & Analysis
Building Construction & Renovations
Financing and Insurance

KEY INVOLVEMENTS

- Prepare, by way of import and export functionality to/from systems, distribute and present; all financial, cash management and investment reports on a monthly and annual basis
- Prepare and distribute departmental financials
- Prepare and administer the annual operational, capital, grant and project budget(s) ensuring compliance with all federal, state, local and contractual guidelines are adhered to if appropriate
- Develop ancillary rates and negotiate rates/grants with state and local agencies
- Maintain and recommend to the CEO, Board and Board Committees on policy and procedures, quality/compliance and risk management issues
- Develop contracts with banks, vendors, and external providers of contracted services
- Serve as a member of the Executive Management Team and Management Team
- Develop and maintain a Capital Improvement Plan in conjunction with Facilities Manager
- Banking administration to include relationship maintenance and cash management
- Keep accurate books of account while maintaining internal controls and proper accounting cycle
- Ensure that all invoices and purchase orders have adequate controls installed and that substantiating documentation is approved and available such that all purchases may pass independent and governmental audits prior to disbursement
- Ensure the monthly reconciliation of Balance Sheet accounts as well as reconciliation to other departmental systems occur and reconcile
- Direct annual audit
- Provide leadership, supervision and oversight to finance and human resources staff
- Serve as liaison to the Finance, Retirement, Compliance, Investment and Endowment oversight committees
- Prepare, distribute and present all appropriate information to Board Committees on an ongoing basis including preparation of resolutions that may be necessary
- Attend Board of Trustees and Directors meetings and provide written and verbal financial reports to include monthly income and expense, cash flow, balance sheets, capital, endowment, fiscal and multi-year projections and any other reports needed to assess the financial position of the organization.

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SPECIAL ACCOMPLISHMENTS

- Implementation of various software – most notable the implementation of F9, an Excel reporting product that allows direct linking to the general ledger. It immediately pulls data, in real time, to financial and data reports. Setup this system and financial reporting package as well as built the linkage back to the general ledger system
- Successfully create RFP for a new Investment firm, HRIS/payroll system as well as a new Business Insurance broker assuring follow-through on objectives and implementation, ensuring an outcome of cost effective quality support
- Successfully implement analysis and reconciliation processes related to retirement and payroll to ensure timely and accurate reporting as well as adherence to ERISA guidelines
- Creation of current fiscal year projections as well as multi-year projections and scenarios.
- Create and implement a Cash Flow Forecasting model, to assist in strategic and financial decision making of the CEO, Finance Committee and the Boards
- Successful owner and manager of several rental properties over the course of 10+ years – this includes;
  - multiple finance projects
  - orchestrate many large scale renovation projects
  - management of tenants
  - insurance negotiation – including claims management
- "Flipped" several homes utilizing private financing arrangements
- Implement improvements in processes, procedures and workflows that result in improved internal controls and efficiencies as well as a reduction in staffing needs
- Implement allocation method to further define and analyze business segments
- Multiple years of clean audits

WORK EXPERIENCE

Chief Financial Officer — 10/2021-Current
Riverbend Community Mental Health

Chief Financial Officer — 2017-10/2021
New Hampshire Public Radio - Concord, NH

Director of Finance — 2016 - 2017
Manchester Community Health Center - Manchester, NH

Director of Finance/CFO — 2009 –2016
Spaulding Youth Center - Northfield, NH

Accounting Manager/Controller — 2000 - 2008
Tree Care Industry Association - Manchester, NH

EDUCATION

B.S. Accounting/Finance (2005)	Southern New Hampshire University	Manchester, NH
MBA Business Administration	Southern New Hampshire University	Manchester, NH

*Temporarily on -hold

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Paul J. Brown, MD

Professional Experience

Riverbend Community Mental Health Center — **May 31, 2022 – Present**
Chief Medical Officer
Riverbend Community Mental Health Center, 10 West Street, Concord, NH 03301

MHM Correctional Services, Inc, Concord, NH — **November, 2008 – May, 2022**
Staff Pysychiatrist

NH Suicide Fatality Review Committee — **March, 2017 – Present**
Chairman, March 2017--Present

Geisel School of Medicine at Dartmouth — **July, 2014 - June, 2017**
Clinical Assistant Professor
Nominated for Psychiatry Clerkship Award for Outstanding Contribution to Geisel Student Learning, May 2015

Roger Williams Medical Center, Providence, RI — **January, 2006 – November, 2008**
Medical Director
Medical Director for the Dual Diagnosis Unit, Addiction Unit and Partial Hospitalization Program at the Roger Williams Medical Center, Providence, RI

Riverbend Community Mental Health Center — **July, 2004 – December, 2005**
Staff Pyschiatrist
Riverbend Community Mental Health Center, 40 Pleasant Street, Concord, NH 03301

Concord Psychiatric Associates — **July, 2004 – December, 2005**
Outpatient Psychiatric Practice

Outpatient Psychiatric Practice, Concord Psychiatric Practices, 248 Pleasant Street, Concord, NH 03301

Capital Region Family Health Center — **August, 2005 - December, 2005**
Clinical Faculty

Clinical Faculty, Capital Region Family Health Center, 250 Pleasant Street, Concord, NH 03301

Elliot Hospital — **July, 2002 – July, 2004**
Medical Director, Psychiatric Intensive Care Unit

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital — **July, 2002 – July, 2004**
Head of Consultation Liaison Psychiatry

Head of Consultation Liaison Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

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Elliot Hospital **September, 1992 – July, 2004**
Medical Director, Psychiatric Intensive Care Unit

Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **October , 2002 – July, 2002**
Associate Medical Director, Psychiatric Intensive Care Unit

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, Outpatient Practice, One Elliot Way, Manchester, NH

- Dean's List Award Recipient – Outstanding Employee Performance, 2002 at Elliot Hospital

February , 1994 – October, 2000
Staff Psychiatrist and Associate Medical Director

- Optima Health Staff Psychiatrist
- Elliot Hospital – In-Patient, Associate Medical Director - Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH
- Catholic Medical Center – Out-Patient Practice, 100 McGregor Street, Manchester, NH

Elliot Hospital **September, 1992 - February, 1994**
Interim Medical Director, Gero-Psychiatric Unit

Associate Medical Director, Psychiatric Intensive Care Unit, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **September, 1992 - February, 1994**
Chief – Sub-department of Psychiatry

Chief – Sub-department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Elliot Hospital **January, 1998 – July, 2001**
Chairman - Department of Psychiatry

Chairman - Department of Psychiatry, Elliot Hospital, One Elliot Way, Manchester, NH

Catholic Medical Center **January, 1998 – December, 2000**
Chairman - Department of Psychiatry

Chairman - Department of Psychiatry, Catholic Medical Center, 100 McGregor Street, Manchester, NH

Community Mental Health Services **April, 1988 – September, 1992**
Medical Director

Medical Director, Community Mental Health Servicesw of Belmont, Harrison and Monroe Counties, St. Clairsville, Ohio

Pembroke Hospital, Pembroke, MA **May, 1985 – June, 1987**
Staff Psychiatrist

Associate Staff, Pembroke Hospital, Pembroke, MA

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Licenses and Certification

Board Certified as a Diplomate in the specialty of Psychiatry, October, 1988
New Hampshire License #8792, September, 1992 - Present
Ohio License #35-05-5336 (Inactive)
Rhode Island License #12002 (Inactive)

Certified to provide Outpatient Opiate Detoxification and Maintenance using Suboxone and Subutex, July, 2006 - Present

Education – Post Graduate Training

Brown University, Providence, RI — **July, 1984 – June, 1987**

Psychiatry Residency

Residency Policy Committee Representative, 1984 – 1987
In-Patient Clinical Chief Resident, 1986 – 1987
Scored 95th Percentile, Psychiatry Interim Training Examination
Admissions Committee Representative

Roger Williams General Hospital, Providence, RI — **July, 1983 – June, 1984**

Psychiatry Residency

Roger Williams General Hospital, Providence, RI
Brown University Affiliate
Internal Medicine Internship

Education

University of Connecticut Medical School — **July, 1979 – May, 1983**

Received MD, Family Medicine Preceptorship, Continuation of Membrane Receptor research

University of Pennsylvania, Philadelphia, PA — **January, 1976 – May, 1979**

BA, Biochemistry with Distinction, Minors in Psychology and English, Magna Cum Laude, Phi Beta Kappa, Alpha Epsilon Delta, Benjamin Franklin Scholar, Honors Program throughout college, 3.8 GPA, Reseach in Membrane Receptor Chemistry for 3 years, Presentation of research at UPenn Hematology Conference

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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: Riverbend Community Mental Health, Inc.

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Lisa K. Madden	President & CEO	$0.00	$259,823.20
Christopher Mumford	COO	$0.00	$158,854.54
Crystal A. Welch	CFO	$0.00	$167,198.72
Dr. Paul Brown	CMO	$0.00	$326,103.44
		$0.00	$0.00
		$0.00	$0.00

Subject: Supported Housing (SS-2026-DBH-01-SUPPO-05)

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

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Main Street Keene, NH, 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $9,216,616. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Melinda Asbury 9CF149A0A561458... Date: 6/5/2025		1.12 Name and Title of Contractor Signatory Melinda Asbury Interim CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442... Date: 6/5/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484494146D... On: 6/6/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

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Date: 6/5/2025

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

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

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

7. PERSONNEL.

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

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. TERMINATION.

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

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

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

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

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

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

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Date 6/5/2025

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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

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

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

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

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

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

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

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

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

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

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

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

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New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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
Supported Housing

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 5 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least one (1) full-time HBSP Housing Specialist. The HBSP Housing Specialist must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP; to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialist maintains a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialist must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

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

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

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

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

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

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

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

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

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

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1.4.23.4; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

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

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

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

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. **Supported Housing Expanded Program – The Lodge**

1.5.1. The Contractor must operate a program for adults with serious mental illness that includes independent living units for a minimum of 6 individuals with approximately one (1) year average length of stay.

1.5.2. The Contractor must ensure the program is staffed by at least a 1.0 Full Time Equivalent (FTE) program manager.

1.5.3. The Contractor must ensure referrals for this program are prioritized for the following individuals:

1.5.3.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

1.5.3.2. Individuals being discharged from New Hampshire Hospital or Glencliff Home; and

1.5.3.3. Individuals requiring short-term housing assistance to stabilize their living situation.

1.5.4. The Contractor must ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

1.5.5. The Contractor must ensure discharge planning begins within 30 calendar days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor must ensure discharge planning includes, but is not limited to:

1.5.5.1. Assessment of the individual's ability to live independently.

1.5.5.2. Input of wants and needs from the client, and guardian if applicable.

1.5.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

1.5.6. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.5.6.1. Ensure compliance with policies implemented; and

1.5.6.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.5.7. The Contractor must submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements including, but not limited to:

1.5.7.1. Total number of vacant and occupied beds during the reported period.

1.5.7.2. Total number of individuals referred, admitted and discharged during the reporting period.

1.5.7.3. Length of stay upon discharge.

1.5.7.4. All referral source(s) and discharge locations.

1.5.7.5. Programmatic offerings.

1.5.7.6. Reasons for any denials from entry.

1.6. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.7. Maintenance of Fiscal Integrity

1.7.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.7.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.7.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.7.1.2.1. All revenue sources and expenditures; and

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

1.7.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

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

1.7.1.3.2. A budget column allowing for budget to actual analysis; and

1.7.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

1.7.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

1.7.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

1.7.3.1. Days of Cash on Hand:

1.7.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

1.7.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

1.7.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.7.3.2. Current Ratio:

1.7.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

1.7.3.2.2. Formula: Total current assets divided by total current liabilities.

1.7.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

1.7.3.3. Debt Service Coverage Ratio:

1.7.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

1.7.3.3.2. Definition: The ratio of net income to the year-to-date debt service.

1.7.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year-to-date debt service (principal and interest) over the next twelve (12) months.

1.7.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion

of long-term debt payments (principal and interest).

1.7.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

1.7.3.4. Net Assets to Total Assets:

1.7.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

1.7.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

1.7.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

1.7.3.4.4. Source of Data: The Contractor's monthly financial statements.

1.7.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

1.7.4. If the Contractor does not meet either:

1.7.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.7.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

1.7.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

1.7.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

1.7.5. The Contractor must update and submit the corrective action plan to the Department, at least every 30 calendar days, until compliance is achieved. The Contractor must:

1.7.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.7.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.8. Reduction or Suspension of Funding

1.8.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are reduced, suspended, or reallocated, the Department shall provide immediate written notification to the Contractor of such reduction, suspension, or reallocation.

1.8.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.8.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

1.8.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

1.8.1.2.2. Crisis services for all individuals.

1.8.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

1.8.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

1.9. Elimination of Programs and Services by Contractor

1.9.1. Not including service reductions collaboratively addressed in Section 1.8. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.9.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation

in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

1.9.3. The Contractor must not redirect funds allocated in the Contractor's budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

1.10. The Contractor must participate in meetings with the Department as requested by the Department.

1.11. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.12. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.13. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.14. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.15. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.16. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

1.16.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.17. Background Checks

1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.17.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.18. Confidential Data

1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.18.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must

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ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.19. Privacy Impact Assessment

1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.19.1.1. How PII is gathered and stored;

1.19.1.2. Who will have access to PII;

1.19.1.3. How PII will be used in the system;

1.19.1.4. How individual consent will be achieved and revoked; and

1.19.1.5. Privacy practices.

1.19.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.20. Department Owned Devices, Systems and Network Usage

1.20.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.20.1.9. Agree when utilizing the Department's email system:

1.20.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.20.2. Workspace Requirement

1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.21. Contract End-of-Life Transition Services

1.21.1. General Requirements

1.21.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the

Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.21.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.21.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.21.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.21.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the

Department's DHHS Information Security Requirements Exhibit.

1.21.2. Completion of Transition Services

1.21.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.21.3. Disagreement over Transition Services Results

1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of

services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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 further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

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7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.govor mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

9. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

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.

11.2.1. 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.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Monadnock Family Services

Budget Request for: Supported Housing

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 15.00%

Line Item	Housing Bridge (SFY 2026)	Supported Housing Expanded Program (SFY 2026)	Housing Bridge (SFY 2027)	Supported Housing Expanded Program (SFY 2027)
1. Salary & Wages	$56,149	$71,116	$56,149	$71,116
2. Fringe Benefits	$12,834	$17,779	$12,835	$17,779
3. Consultants	$0	$0	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0
5.(e) Supplies - Office	$750	$600	$750	$600
6. Travel	$1,200	$350	$1,200	$350
7. Software	$600	$450	$600	$450
8. (a) Other - Marketing/Communications	$0	$0	$0	$0
8. (b) Other - Education and Training	$800	$500	$800	$500
8. (c) Other - Other (specify below)	$0	$0	$0	$0
Client Funds	$0	$4,150	$0	$4,150
Criminal Records Checks	$1,000	$400	$1,000	$400
Daily Subsidy Fees	$0	$0	$0	$0
Facility Fit Up Costs	$0	$0	$0	$0
Miscellaneous Expenses	$1,800	$25,249	$1,800	$25,249
Rental Occupancy Costs	$6,826	$6,000	$6,824	$6,000
Rental Payments	$0	$72,000	$0	$72,000
Rental Vouchers	$0	$0	$0	$0
Staff Recruitment	$100	$100	$101	$100
Unit Damage	$0	$8,000	$0	$8,000
Utilities & Custodial	$1,070	$15,000	$1,070	$15,000
9. Specialty Housing Provisions	$0	$0	$0	$0
10. Subrecipient Contracts	$0	$0	$0	$0
Total Direct Costs	$83,129	$221,694	$83,129	$221,694
Total Indirect Costs	$12,469	$22,454	$12,469	$22,454
Subtotals	$95,598	$244,149	$95,598	$244,149
			TOTAL	**$679,494**

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Contractor Initials: _____

Date: 6/5/2025

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

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6/5/2025
Date _____

unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

Initial: ma

Contractor Initials _____

Date 6/5/2025

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Contractor Initials ma

Date 6/5/2025

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Monadnock Family Services
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED0D05B04C63442...	Signed by: Melinda Asbury 9CF140A6A561458...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Melinda Asbury
Name of Authorized Representative	Name of Authorized Representative
Director	Interim CEO
Title of Authorized Representative	Title of Authorized Representative
6/5/2025	6/5/2025
Date	Date

Initial: ma

Contractor Initials _____

Date 6/5/2025

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State of New Hampshire

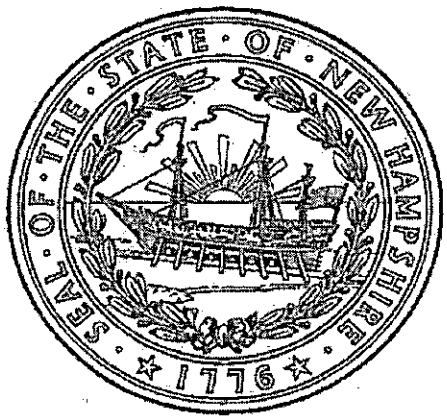
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that MONADNOCK FAMILY SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 05, 1924. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62930**

Certificate Number: **0006666646**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 12th day of April A.D. 2024.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Joshua Schoolcraft, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Monadnock Family Services.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on June 5, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

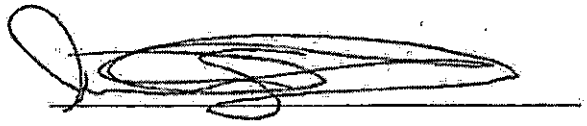
VOTED: That Melinda Asbury (CEO) & Karen Johnson (COO) (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Monadnock Family Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: June 5, 2025



Signature of Elected Officer

Name: Joshua Schoolcraft

Title: Senior Admin Assistant

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/05/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Laura MacDonald	
Brown & Brown Insurance Services, Inc. 309 Daniel Webster Highway Merrimack NH 03054	PHONE (A/C, No, Ext): (603) 424-9901	FAX (A/C, No): (866) 848-1223
	E-MAIL ADDRESS: Laura.MacDonald@BBrown.com	

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Philadelphia Indemnity Insurance Company	18058
INSURER B :	Technology Insurance Company, Inc.	42376
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
Monadnock Family Services
64 Main Street
Suite 210
Keene NH 03431

COVERAGES **CERTIFICATE NUMBER:** 24-25 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2598703-003	09/01/2024	09/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY			PHPK2598705-003	09/01/2024	09/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB880289-003	09/01/2024	09/01/2025	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TES4478628	09/01/2024	09/01/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	3A State: NH $ 500,000 $ 500,000 $ 500,000
A	Professional Liability			PHPK2598703-003	09/01/2024	09/01/2025	Each Incident Aggregate	$1,000,000 $3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Cyber coverage Policy # AB-612552-04 Effective 09/01/24-09/01/25
Limit $1,000,000, $5,000 deductible

CERTIFICATE HOLDER

State of NH Dept of Health and Human Services
129 Pleasant St.
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Julie Bernier

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MONADNOCK FAMILY SERVICES

Inspiring hope since 1905

Our Mission:

Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.

Our Vision:

We see a community in which the needs of our clients are met through understanding and skillful providers, supportive and accessible services, and a rich array of opportunities for growth.

Our Service Standard:

All our interactions with clients, customers, stakeholders and each other are at the same level of quality and professionalism we expect from health care providers treating ourselves or our family members. This is our standard for quality.

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Financial Statements

MONADNOCK FAMILY SERVICES

FOR THE YEARS ENDED JUNE 30, 2024 AND 2023
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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MONADNOCK FAMILY SERVICES

JUNE 30, 2024 AND 2023

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Leone, McDonnell & Roberts
Professional Association
CERTIFIED PUBLIC ACCOUNTANTS
DOVER • WOLFEBORO
NORTH CONWAY

INDEPENDENT AUDITORS' REPORT

To the Board of Directors of
Monadnock Family Services

Opinion

We have audited the accompanying financial statements of Monadnock Family Services (a New Hampshire nonprofit organization), which comprise the statements of financial position as of June 30, 2024 and 2023, and the related statements of cash flows, and the notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2024.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services as of June 30, 2024 and 2023, and its cash flows for the years then ended, and the change in its net assets for the year ended June 30, 2024 in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Monadnock Family Services and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Family Services' ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

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Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Monadnock Family Services' internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Family Services' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

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Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 21 - 23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services' June 30, 2023 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated November 1, 2024. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Leone McDonnell & Roberts,
Professional Association

Wolfeboro, New Hampshire
January 15, 2025

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MONADNOCK FAMILY SERVICES

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2024 AND 2023

ASSETS

	2024	2023
CURRENT ASSETS		
Cash and cash equivalents	$ 522,021	$ 2,496,641
Accounts receivable:		
Client fees	364,556	187,601
Medicaid and Medicare	401,680	409,967
Insurance	111,582	130,703
Other	1,593,794	1,106,418
Allowance for doubtful accounts	(532,616)	(383,105)
Pledges receivable, current portion	50,730	191,368
Prepaid expenses	103,269	72,100
Total current assets	2,615,016	4,211,693
PROPERTY		
Furniture, fixtures and equipment	616,531	374,359
Vehicles	241,467	241,467
Building and leasehold improvements	283,481	347,982
Total	1,141,479	963,808
Less accumulated depreciation	698,210	606,507
Property, net	443,269	357,301
OTHER ASSETS		
Beneficial interest in net assets of Foundation	1,952,877	1,775,203
Pledges receivable, less current portion shown above	-	78,378
Right-of-use asset, operating	196,038	72,864
Total other assets	2,148,915	1,926,445
Total assets	$ 5,207,200	$ 6,495,439

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Demand notes payable	$ 250,000	$ -
Accounts payable	311,487	141,087
Accrued salaries, wages, and related expenses	686,434	652,276
Refundable advance	569,363	452,763
Other current liabilities	80,084	65,536
Due to affiliates, net	392,762	1,331,936
Current portion of operating lease liability	81,880	14,177
Total current liabilities	2,372,010	2,657,775
LONG-TERM LIABILITIES		
Operating lease liability, net of current portion shown above	114,158	58,687
Total liabilities	2,486,168	2,716,462
NET ASSETS		
Without donor restrictions	2,401,690	3,491,094
With donor restrictions	319,342	287,883
Total net assets	2,721,032	3,778,977
Total liabilities and net assets	$ 5,207,200	$ 6,495,439

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2024
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2024 Total	2023 Total
CHANGES IN NET ASSETS				
Revenues				
Program service fees	$ 10,587,350	$ -	$ 10,587,350	$ 12,614,901
Other public support	1,808,156	-	1,808,156	1,382,859
Donations	335,533	-	335,533	469,223
Local/County government	298,864	-	298,864	233,636
Federal funding	112,338	-	112,338	220,001
Program sales	403,425	-	403,425	200,689
Net gain on beneficial interest in Foundation	146,215	31,459	177,674	91,066
Rental income	19,698	-	19,698	49,282
United Way	28,214	-	28,214	26,000
Other income	21,352	-	21,352	30,926
Total revenues	13,761,145	31,459	13,792,604	15,318,583
Expenses				
Program services				
Children & adolescents	2,969,912	-	2,969,912	3,058,326
Multi-service team	2,354,042	-	2,354,042	2,263,411
Emergency services/assessment	1,272,037	-	1,272,037	1,235,058
Maintenance	1,588,622	-	1,588,622	1,219,909
Other non-BBH	1,236,237	-	1,236,237	1,161,877
ACT team	772,854	-	772,854	883,330
Older adult services	656,871	-	656,871	835,395
Community residence	772,430	-	772,430	699,124
Supportive living	337,570	-	337,570	360,344
Non-eligibles	345,733	-	345,733	306,864
Vocational services	228,402	-	228,402	301,561
Intake	172,451	-	172,451	249,963
Community education & training	54,109	-	54,109	72,218
Restorative partial hospital	84,410	-	84,410	55,851
Supporting activities				
Administration	2,004,869	-	2,004,869	1,989,282
Total expenses	14,850,549	-	14,850,549	14,692,513
CHANGES IN NET ASSETS	(1,089,404)	31,459	(1,057,945)	626,070
NET ASSETS, BEGINNING OF YEAR	3,491,094	287,883	3,778,977	3,152,907
NET ASSETS, END OF YEAR	$ 2,401,690	$ 319,342	$ 2,721,032	$ 3,778,977

See Notes to Financial Statements

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STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2024
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
PERSONNEL COSTS						
Salaries and wages	$ 1,039,986	$ 1,822,196	$ 399,619	$ 94,411	$ 946,821	$ 61,359
Employee benefits	296,114	555,835	123,335	28,775	129,819	7,522
Payroll taxes	75,098	131,434	29,113	6,732	69,939	4,627
PROFESSIONAL FEES						
Substitute staff	46,388	-	31,425	-	40,047	-
Audit fees	8,897	29,547	5,043	3,655	7,356	519
Legal fees	691	2,284	415	24	371	13
Other professional fees	2,587	6,616	864	396	2,390	55
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	571	790	4	47	475	-
In-service training	311	2,535	28	20	44	3
Conferences and conventions	1,831	2,099	556	119	206	11
Other staff development	3,468	2,759	65	4	24	2
OCCUPANCY COSTS						
Rent	64,888	213,551	27,999	20,896	40,607	3,715
Other utilities	-	-	-	-	-	-
Repairs and maintenance	-	-	-	-	-	-
Other occupancy costs	5,677	13,607	2,224	1,285	2,260	258
CONSUMABLE SUPPLIES						
Office supplies and equipment	2,446	10,326	2,115	3,599	3,690	64
Building and household	471	3,012	286	162	279	3
Educational and training	1,250	222	-	-	-	-
Food	-	7,525	32	-	-	3,390
Medical supplies	974	-	294	-	1,545	-
Other consumable supplies	16,963	39,766	6,897	1,076	3,856	265
DEPRECIATION	4,469	16,266	2,668	1,997	3,912	187
EQUIPMENT RENTAL	1,145	3,802	648	470	947	67
EQUIPMENT MAINTENANCE	566	2,260	370	249	284	153
ADVERTISING	50	247	-	-	-	-
PRINTING	263	693	368	83	260	2
TELEPHONE	7,162	36,615	7,561	2,764	7,907	1,062
POSTAGE	1,187	4,106	981	454	299	9
TRANSPORTATION						
Staff	793	41,241	11,380	3	3,333	2
Clients	-	-	-	-	-	-
ASSISTANCE TO INDIVIDUALS						
Client services	481	5,419	-	3,750	1,376	914
INSURANCE						
Malpractice and bonding	195	1,869	510	-	169	-
Vehicles	-	-	-	-	-	-
Comprehensive property and liability	3,506	11,645	1,988	1,441	2,900	205
MEMBERSHIP DUES	109	19	3	2	5	-
INTEREST EXPENSE	12	710	11	1	4	-
OTHER	73	916	69	36	912	3
TOTAL FUNCTIONAL EXPENSES	$ 1,588,622	$ 2,969,912	$ 656,871	$ 172,451	$ 1,272,037	$ 84,410

See Notes to Financial Statements

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STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2024
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
PERSONNEL COSTS						
Salaries and wages	$ 153,739	$ 113,190	$ 1,419,819	$ 486,811	$ 527,130	$ 48,932
Employee benefits	19,723	29,452	419,101	113,376	102,815	11,347
Payroll taxes	11,384	8,199	103,139	35,542	38,761	3,603
PROFESSIONAL FEES						
Substitute staff	2,042	-	81,320	6,885	17,816	171,061
Audit fees	1,119	1,675	18,692	9,414	5,284	544
Legal fees	69	81	1,703	759	438	304
Other professional fees	140	258	2,967	1,461	708	244
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	24	2	986	82	211	-
In-service training	107	31	111	53	31	2
Conferences and conventions	28	101	1,013	224	269	13
Other staff development	9	13	834	113	53	48
OCCUPANCY COSTS						
Rent	28,277	9,417	163,578	59,106	10,206	80,445
Other utilities	-	-	-	-	-	7,516
Repairs and maintenance	-	-	24	-	550	1,300
Other occupancy costs	601	701	9,362	3,585	1,148	1,264
CONSUMABLE SUPPLIES						
Office supplies and equipmen	503	322	6,404	2,354	3,417	205
Building and household	156	89	2,131	390	5,395	933
Educational and training	-	-	-	-	-	-
Food	10	-	398	96	32,083	34
Medical supplies	43	-	1,707	145	374	-
Other consumable supplies	1,121	1,503	21,077	12,157	5,961	4,446
DEPRECIATION	933	944	11,253	4,797	1,983	201
EQUIPMENT RENTAL	144	215	2,405	1,212	680	71
EQUIPMENT MAINTENANCE	77	69	903	690	1,393	302
ADVERTISING	-	-	-	377	-	-
PRINTING	53	47	593	285	56	64
TELEPHONE	3,118	1,695	24,528	10,840	6,905	1,348
POSTAGE	45	579	1,176	1,778	346	209
TRANSPORTATION						
Staff	4,350	801	37,853	12,885	1,570	124
Clients	-	-	-	84	-	30
ASSISTANCE TO INDIVIDUALS						
Client services	128	174,425	12,650	3,473	1,442	2,682
INSURANCE						
Malpractice and bonding	9	-	342	29	75	-
Vehicles	-	-	-	-	1,740	-
Comprehensive property and liability	441	660	7,367	3,710	2,083	215
MEMBERSHIP DUES	-	12	13	5	3	1
INTEREST EXPENSE	3	2	76	20	9	8
OTHER	6	1,250	517	116	1,495	74
TOTAL FUNCTIONAL EXPENSES	$ 228,402	$ 345,733	$ 2,354,042	$ 772,854	$ 772,430	$ 337,570

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2024
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2024 Totals	2023 Totals
PERSONNEL COSTS						
Salaries and wages	$ 33,348	$ 709,074	$ 7,856,435	$ 1,229,576	$ 9,086,011	$ 9,187,507
Employee benefits	10,148	140,709	1,988,071	241,526	2,229,597	1,818,683
Payroll taxes	2,417	51,526	571,514	91,344	662,858	686,052
PROFESSIONAL FEES						
Substitute staff	-	-	396,984	7,960	404,944	475,393
Audit fees	1,109	7,981	100,835	7,415	108,250	45,115
Legal fees	20	262	7,434	6,149	13,583	12,606
Other professional fees	624	17,678	36,988	122,255	159,243	226,666
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	2,937	6,129	3,481	9,610	1,568
In-service training	6	44	3,326	41	3,367	7,021
Conferences and conventions	76	2,438	8,984	279	9,263	47,485
Other staff development	3	41	7,436	-	7,436	17,235
OCCUPANCY COSTS						
Rent	2,309	97,068	822,062	59,210	881,272	870,305
Other utilities	-	-	7,516	-	7,516	23,333
Repairs and maintenance	-	-	1,874	145	2,019	2,445
Other occupancy costs	320	3,342	45,634	6,806	52,440	90,705
CONSUMABLE SUPPLIES						
Office supplies and equipment	111	2,910	38,466	9,816	48,282	59,567
Building and household	31	7,284	20,622	3,679	24,301	31,993
Educational and training	504	-	1,976	-	1,976	4,236
Food	-	28,106	71,674	-	71,674	66,103
Medical supplies	-	166	5,248	-	5,248	7,739
Other consumable supplies	796	9,551	125,435	99,290	224,725	125,398
DEPRECIATION	521	38,517	88,648	3,055	91,703	76,878
EQUIPMENT RENTAL	142	1,086	13,034	3,461	16,495	17,484
EQUIPMENT MAINTENANCE	39	258	7,613	1,171	8,784	28,206
ADVERTISING	-	18,103	18,777	11,990	30,767	21,693
PRINTING	14	9,665	12,446	273	12,719	14,607
TELEPHONE	957	12,369	124,831	31,736	156,567	158,975
POSTAGE	14	3,595	14,778	9,581	24,359	10,728
TRANSPORTATION						
Staff	70	2,607	117,012	1,788	118,800	123,887
Clients	-	44,648	44,762	838	45,600	36,216
ASSISTANCE TO INDIVIDUALS						
Client services	49	1,874	208,663	-	208,663	237,079
INSURANCE						
Malpractice and bonding	-	-	3,198	-	3,198	779
Vehicles	-	1,478	3,218	1,738	4,956	9,054
Comprehensive property and liability	437	3,625	40,223	3,026	43,249	83,253
MEMBERSHIP DUES	1	345	518	2,498	3,016	4,164
INTEREST EXPENSE	41	499	1,396	7,523	8,919	1,528
OTHER	2	16,451	21,920	37,219	59,139	60,827
TOTAL FUNCTIONAL EXPENSES	$ 54,109	$ 1,236,237	$12,845,680	$ 2,004,869	$14,850,549	$14,692,513

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2024 AND 2023

	2024	2023
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ (1,057,945)	$ 626,070
Adjustments to reconcile change in net assets		
to net cash from operating activities:		
Depreciation	91,703	76,878
Change in allowance for doubtful accounts	149,511	(23,980)
Gain on beneficial interest in Foundation	(177,674)	(91,066)
Increase in right-of-use asset, operating	(123,174)	(72,864)
Increase in operating lease liability	123,174	72,864
(Increase) decrease in assets:		
Accounts receivable	(636,923)	(588,883)
Pledges receivable	219,016	35,583
Prepaid expenses	(31,169)	222,893
Increase (decrease) in liabilities:		
Accounts payable	170,400	3,511
Accrued salaries, wages and related expenses	34,158	24,034
Refundable advance	116,600	(60,963)
Other current liabilities	14,548	(67,323)
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	(1,107,775)	156,754
CASH FLOWS FROM INVESTING ACTIVITIES		
Decrease in due to affiliates, net	(939,174)	(1,419,425)
Property acquisitions	(177,671)	(209,375)
NET USED IN INVESTING ACTIVITIES	(1,116,845)	(1,628,800)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from demand notes payable	250,000	-
NET CASH PROVIDED BY FINANCING ACTIVITIES	250,000	-
NET DECREASE IN CASH AND CASH EQUIVALENTS	(1,974,620)	(1,472,046)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	2,496,641	3,968,687
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 522,021	$ 2,496,641
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	$ 8,919	$ 1,528

See Notes to Financial Statements

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1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services (the Organization) is a nonprofit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs.

The Organization operates in the Monadnock region of the State of New Hampshire.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting

The financial statements of Monadnock Family Services have been prepared on the accrual basis of accounting.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (US GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions – Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and board of directors.

Net assets with donor restrictions – Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of activities.

Accounting Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash Equivalents

The Organization considers all highly liquid financial instruments with original maturities of three months or less to be cash equivalents.

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Accounts Receivable

Accounts receivables are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and credit to accounts receivable. The Organization has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 6.

Property and Depreciation

Property and equipment are recorded at cost or, if donated, at estimated fair value at the date of donation. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Furniture, fixtures and equipment	3 - 10 Years
Vehicles	5 - 10 Years
Building and leasehold improvements	5 - 40 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Depreciation expense was $91,703 and $76,878 for the years ended June 30, 2024 and 2023, respectively.

Accrued Earned Time

At June 30, 2024 and 2023 the Organization has accrued a liability for future compensated leave time in the amount of $345,668 and $310,540, respectively, that its employees have earned and which is vested with the employee.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services are provided or expenditures are incurred.

Revenue Recognition

In May of 2014, the FASB issued Accounting Standards Update (ASU) 2014-09, *Revenue from Contracts with Customers (Topic 606)*. This ASU is a comprehensive revenue recognition model that requires an organization to recognize revenue to depict the transfer of goods or services to a customer at an amount that reflects the consideration it expects to receive in exchange for those goods or services. Contracts and transactions with customers predominantly contain a single performance obligation.

The Organization records the following exchange transaction revenue in its statements of activities for the years ended June 30, 2024 and 2023:

Mental Health Services
The Organization provides a variety of mental health services to its patients. All mental health services revenue recognized upon completion of the service provided.

Contract Balances
Contract balances as a result of contracts and transactions with customers primarily consist of receivables included in accounts receivable in the Organization's statements of financial position. The Organization's receivables from transactions with customers amounted to $345,202 and $345,166 for the years ended June 30, 2024 and 2023, respectively.

Rental Income
Revenue from rental of residential apartments is recognized over time.

Net patient revenue is reported at the estimated net realizable amounts from patients, third-party payors and others for services rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and are adjusted in future periods, as final amounts are determined.

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The Organization receives reimbursement from Medicare, Medicaid and private third-party payors at defined rates for services rendered to patients covered by these programs. The difference between established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Contributions
All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as net assets with donor restrictions, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Organization reports the support as net assets without donor restrictions.

Advertising
The Organization expenses advertising costs as incurred.

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Summarized Financial Information

The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2023, from which the summarized information was derived.

Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited. Such allocations have been determined by management on an equitable basis.

The expenses that are allocated include the following:

Expense	Method of allocation
Salaries and benefits	Time and effort
Occupancy	Square footage
Depreciation	Square footage
All other expenses	Direct assignment

Fair Value of Financial Instruments

FASB ASC Topic No. 820-10, *Financial Instruments*, provides a definition of fair value which focuses on an exit price rather than an entry price, establishes a framework in generally accepted accounting principles for measuring fair value which emphasizes that fair value is a market-based measurement, not an entity-specific measurement, and requires expanded disclosures about fair value measurements. In accordance with ASC 820-10, the Organization may use valuation techniques consistent with market, income and cost approaches to measure fair value. As a basis for considering market participant assumptions in fair value measurements, Topic 820-10 establishes a fair value hierarchy, which prioritizes the inputs used in measuring fair values. The hierarchy gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. The three levels of the fair value hierarchy under ASC Topic 820-10 are described as follows:

Level 1 – Inputs to the valuation methodology are quoted prices available in active markets for identical investments as of the reporting date.

Level 2 - Inputs to the valuation methodology are other than quoted market prices in active markets, which are either directly or indirectly observable as of the reporting date, and fair value can be determined through the use of models or other valuation methodologies.

Level 3 - Inputs to the valuation methodology are unobservable inputs in situations where there is little or no market activity for the asset or liability and the reporting entity makes estimates and assumptions related to the pricing of the asset or liability including assumptions regarding risk.

The carrying amount of cash, prepaid expense, other assets and current liabilities, approximates fair value because of the short maturity of those instruments.

Management has determined the beneficial interest in net assets held by Monadnock Regional Foundation for Family Services, Inc. to be in Level 2 of the fair value hierarchy as defined above (also see Note 5).

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. In addition, the Organization qualifies for the charitable contribution deduction under Section 170(b)(1)(a) and has been classified as an Organization that is not a private foundation under Section 509(a)(2). Accordingly, no provision for income taxes has been recorded in the accompanying financial statements.

Management has evaluated the Organization's tax positions and concluded that the Organization has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements.

New Accounting Pronouncements

As of July 1, 2023, the Organization adopted the provisions of the Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) 2016-03, *Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments,* as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Organization adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the Organization's financial statements but did change how the allowance for credit losses is determined.

3. LIQUIDITY AND AVAILIBILITY

The following represents the Organization's financial assets as of June 30, 2024 and 2023:

	2024	2023
Cash and cash equivalents	$ 522,021	$ 2,496,641
Accounts receivable, net	1,938,996	1,451,584
Pledges receivable, net	50,730	269,746
Beneficial interest in Foundation	1,952,877	1,775,203
Total financial assets	$ 4,464,624	$ 5,993,174

Less amounts not available to be used within one year:		
Net assets with donor restrictions	$ 319,342	$ 287,883
Long-term pledges receivable, net	-	78,378
Beneficial interest in Foundation	1,952,877	1,775,203
Amounts not available within one year	2,272,219	2,141,464
Financial assets available to meet general expenditures over the next twelve months	$ 2,192,405	$ 3,851,710

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately $1.82 million and $1.80 million for the years ended June 30, 2024 and 2023, respectively). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

4. PLEDGES RECEIVABLE

Pledges receivable as of June 30, 2024 and 2023 consisted of the following:

	2024	2023
Due in less than one year	$ 50,730	$ 191,368
Due in one to five years	-	81,615
Gross pledges receivable	50,730	272,983
Less:		
Discount to present value	-	3,237
Pledges receivable, net	$ 50,730	$ 269,746

The remaining pledges receivable are expected to be collected during the year ended June 30, 2025.

5. BENEFICIAL INTEREST IN NET ASSETS OF FOUNDATION

The Organization is the sole beneficiary of assets held by Monadnock Regional Foundation for Family Services, Inc. The Organization and the Foundation are considered financially interrelated Organizations under FASB ASC Topic No. 958-605, *Not-for-Profit Entities - Transfers of Assets to a Nonprofit Organization or Charitable Trust That Raises or Holds Contributions for Others.* The fair value of the Foundation's assets, which approximates the present value of future benefits expected to be received, was $1,952,877 and $1,825,689 at June 30, 2024 and 2023, respectively. The cost basis of the Foundation's assets was $1,850,268 and $1,885,746 at June 30, 2024 and 2023, respectively.

6. DEMAND NOTES PAYABLE

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2024. The maximum amount available at June 30, 2024 and 2023 was $250,000. At June 30, 2024 and 2023 the interest rate was stated at 8.5% and 9.25%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 11). There was no balance outstanding at June 30, 2024 and 2023. The demand note payable was repaid and closed subsequent to year end (see Note 15).

Demand note payable with a bank, the maximum amount available at June 30, 2023 was $500,000. At June 30, 2023 the interest rate was stated at 8.25%. The note was renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 11). There was no balance outstanding at June 30, 2023. The demand note payable was closed during the year ended June 30, 2024. The demand note payable was reopened subsequent to year end (see Note 15).

7. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2024 and 2023:

	2024	2023
Special Purpose Restrictions:		
Beneficial interest in Foundation	$ 238,128	$ 206,669
Restricted in Perpetuity:		
Beneficial interest in Foundation	81,214	81,214
Total net assets with donor restrictions	$ 319,342	$ 287,883

8. RETIREMENT PLAN

The Organization maintains a retirement plan for all eligible employees. Under the plan employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All full-time employees are eligible to participate when hired, and are eligible to receive employer contributions after one year and 510 hours of employment. The Organization's matching contributions to the plan for the year ended June 30, 2024 and 2023 was $92,431 and $71,655, respectively.

9. CONCENTRATION OF RISK

For the years ended June 30, 2024 and 2023 approximately 68% and 75%, respectively of the total revenue was derived from Medicaid. The future existence of the Organization, in its current form, is dependent upon continued support from Medicaid.

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Medicaid receivables comprise approximately 19% and 21% of the total accounts receivable balances at June 30, 2024 and 2023, respectively. The Organization has no policy for charging interest on past due accounts, nor are its accounts receivable pledged as collateral, except as discussed in Note 6.

10. LEASES

During April 2023, the Organization entered into a written lease agreement for a copier machine. The terms of the lease call for monthly payments of $1,410 through March 2028.

During July 2023, the Organization entered into a written lease agreement for property at 38 Kelleher Street. The terms of the lease call for monthly payments of $6,000 through June 2026.

The right-of-use asset and related operating lease liability for the above leases amounted to $196,038 and $72,864 for the years ended June 30, 2024 and 2023, respectively. The weighted average lease term was 3.75 and 4.75 years for the years ended June 30, 2024 and 2023, respectively. The weighted average discount rate was 4.39% and 4.13% for the years ended June 30, 2024 and 2023, respectively.

The Organization has also entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases are month-to-month.

Total rent expense for the year ended June 30, 2024 and 2023 was $897,765 and $887,789, respectively.

Future minimum lease payments at June 30, 2024 were as follows:

Year Ending June 30	Amount
2025	$ 88,920
2026	88,920
2027	16,920
2028	12,690
Total undiscounted operating lease liability	207,450
Less imputed interest	11,412
Total operating lease liability	$ 196,038

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11. RELATED PARTY TRANSACTIONS

Monadnock Family Services is related to the following nonprofit corporations as a result of their articles of incorporation and common board membership.

Related Party	Function
Monadnock Community Service Center, Inc.	Provides real estate services and property management assistance
Monadnock Regional Foundation for Family Services, Inc.	Endowment for the benefit of Monadnock Family Services

Monadnock Family Services has transactions with the above-related parties during its normal course of operations. The significant related party transactions are as follows:

Due to/from Affiliate

At June 30, 2024, the Organization had a receivable due from Monadnock Community Service Center, Inc. in the amount of $11,407. At June 30, 2023, the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of $1,382,422.

At June 30, 2024, the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of $404,169. At June 30, 2023, the Organization had a receivable due from Monadnock Regional Foundation for Family Services, Inc. in the amount of $50,486.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $798,800 and $815,725 for the years ended June 30, 2024 and 2023, respectively.

Contributions

During the year ended the June 30, 2024 and 2023, the Organization made contributions to Monadnock Regional Foundation for Family Services, Inc. in the amounts of $22,201 and $14,265, respectively. The contributions consisted of financial securities.

Distributions

Monadnock Regional Foundation for Family Services, Inc. can elect to distribute (on an annual basis) a percentage of its investment account (based upon a 24-month rolling average of the investment value) to Monadnock Family Services. The Foundation distributed $22,657 and $26,750 during the years ended June 30, 2024, and 2023, respectively.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated $326,065 and $200,689 for the years ended June 30, 2024 and 2023, respectively.

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Guarantee
The Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Co-obligation
The Organization is co-obligated on a mortgage note, promissory note payable and tax-exempt bonds payable of Monadnock Community Service Center, Inc.

12. CONTINGENCIES

Grant Compliance
The Organization receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Organization is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Organization might be required to repay the funds. No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2024.

13. CONCENTRATION OF CREDIT RISK

The Organization maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to $250,000 at June 30, 2024 and 2023. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2024 and 2023, cash balances in excess of FDIC coverage aggregated $327,804 and $2,141,290, respectively.

14. RECLASSIFICATIONS

Certain reclassifications have been made to the prior years' financial statements to conform to the current year presentation. These classifications had no effect on the previously reported results of operations or retained earnings.

15. SUBSEQUENT EVENTS

Subsequent events are events or transactions that occur after the statement of financial position date, but before the financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non-recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date but arose after that date.

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Subsequent to year end, the payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of $404,169 was forgiven by the Foundation.

Subsequent to year end, the $250,000 demand note payable was closed, and is no longer in force as of the date of these financial statements (see Note 6).

Subsequent to year end, the $500,000 demand note payable was reopened (see Note 6).

Management has evaluated subsequent events through January 15, 2025, the date when the June 30, 2024 financial statements were available for issuance.

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SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2024
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
Program fees:						
Net client fees	$ 18,311	$ 4,390	$ 44,933	$ 1,177	$ 20,423	$ 3,572
Medicaid	615,718	4,299,364	620,310	37,787	203,545	78,219
Medicare	155,860	(3,056)	11,815	(351)	13,644	(18)
Other insurance	94,958	168,885	6,172	6,870	19,361	84
Other program fees	2	276	2	(10)	1	-
Program sales:						
Service and production	9,063	5,159	7,600	-	7,824	-
Public support:						
United Way	-	-	-	-	-	-
Local/county government	-	38,826	-	99,219	160,819	-
Donations	-	-	-	-	-	-
Other public support	3,075	54,817	-	-	-	-
State of New Hampshire - BDAS	-	-	-	-	-	-
Div. for Children, Youth & Families	-	479	-	-	-	-
DHHS - State	81,000	-	-	-	728,121	-
Federal funding:						
Other federal grants	-	-	-	-	-	-
PATH	-	-	-	-	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	7,575	635	71	5	28	2
TOTAL FUNCTIONAL REVENUES	$ 985,562	$ 4,569,775	$ 690,903	$ 144,697	$ 1,153,766	$ 81,859

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SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2024
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
Program fees:						
Net client fees	$ (940)	$ 3,348	$ 36,309	$ 22,145	$ 55,588	$ (5,743)
Medicaid	105,830	11,441	1,716,153	309,294	755,225	451,038
Medicare	643	11,077	27,753	26,726	4,052	7,389
Other insurance	1,040	8,471	35,441	7,882	6,337	1,017
Other program fees	1	-	2,116	4	39,802	2
Program sales:						
Service and production	399	3,800	15,888	24,145	3,481	-
Public support:						
United Way	-	-	-	-	-	-
Local/county government	-	-	-	-	-	-
Donations	-	-	-	-	-	-
Other public support	-	263,060	-	-	-	112,020
State of New Hampshire - BDAS Div. for Children, Youth & Families	-	-	-	-	-	-
DHHS - State	62,062	-	111,165	171,730	-	(8,500)
Federal funding:						
Other federal grants	-	-	-	-	-	1,885
PATH	-	-	-	-	-	-
Rental income	-	-	-	-	-	17,148
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	10	13	259	123	88	642
TOTAL FUNCTIONAL REVENUES	$ 169,045	$ 301,210	$ 1,945,084	$ 562,049	$ 864,573	$ 576,898

MONADNOCK FAMILY SERVICES

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2024
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2024 Totals	2023 Totals
Program fees:						
Net client fees	$ (1,300)	$ 184,774	$ 386,987	$ -	$ 386,987	$ 303,125
Medicaid	(29)	182,585	9,386,480	-	9,386,480	11,512,173
Medicare	(61)	(354)	255,119	-	255,119	257,324
Other insurance	151	152,293	508,962	-	508,962	490,462
Other program fees	6,481	1,025	49,702	100	49,802	51,817
Program sales:						
Service and production	-	-	77,359	326,066	403,425	200,689
Public support:						
United Way	28,214	-	28,214	-	28,214	26,000
Local/county government	-	-	298,864	-	298,864	233,636
Donations	-	331,666	331,666	3,867	335,533	469,223
Other public support	11,685	72,746	517,403	70,867	588,270	283,590
Div. for Children, Youth & Families	-	-	479	-	479	1,770
DHHS - State	-	-	1,145,578	73,829	1,219,407	1,097,499
Federal funding:						
Other federal grants	-	110,453	112,338	-	112,338	186,701
PATH	-	-	-	-	-	33,300
Rental income	-	2,550	19,698	-	19,698	49,282
Net gain on beneficial interest in Foundation	-	-	-	-	177,674	91,066
Other	3	2,645	12,099	9,253	21,352	30,926
TOTAL FUNCTIONAL REVENUES	$ 45,144	$ 1,040,383	$13,130,948	$ 483,982	$13,792,604	$15,318,583

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MONADNOCK FAMILYSERVICES
BOARD OF DIRECTORS
TERMS FY25

CHAIR
Reba Clough
2nd Term FY24-25-26
1st Term FY21-22-23

VICE CHAIR
Alfred John Santos
3RD Term FY25 (1yr)
2nd Term FY22-23-24
1st Term FY19-20-21

TREASURER
Glenn Galloway
2ND Term FY25-26-27
1st Term FY22-23-24

SECRETARY
Laurie Appel
2ND Term FY23-24-25
1st Term FY20-21-22

ASSIST SECRETARY
Heather Scheck
1ST Term FY24-25-26

Lisa Foote
1st Term FY23-24-25

Ed Walker
1ST Term FY25-26-27

Julie Green
3rd Term FY25 (1yr)
2nd Term FY22-23-24
1st Term FY19-20-21

Chris Sprague
1st Term FY23-24-25

Josh Leduc
1st Term FY25-26-27

Andrew Parsley
2nd Term 2024-2027
1st Term 2021-2024

Harry Pollock
1st Term FY25-26-27

Jinsook Song
1st Term FY25-26-27

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MONADNOCK FAMILYSERVICES
BOARD OF DIRECTORS
TERMS FY25

Joe Schapiro	2nd Term FY24-25-26 1st Term FY21-22-23

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Melinda L. Asbury, MD, PhD

PERTINENT EMPLOYMENT

Monadnock Family Services, Keene, NH 01/2025 - present
Interim Chief Executive Officer

Monadnock Family Services, Keene, NH 08/2023 – present
Chief Medical Officer
Director, Assertive Community Treatment Team
Director, HOPE First Episode Psychosis
Director, Integrated Health Services

Dartmouth Health Keene/Mary Hitchcock Memorial Hospital, Keene, NH 08/2023 – present
Chair of Psychiatry

University of North Carolina School of Medicine, Chapel Hill, NC 04/2019 – present
Center for Excellence in Community Mental Health
Assistant Professor
Associate Director of Strategic Initiatives for Community Mental Health
Medical Director, Assertive Community Treatment Team
Medical Director, Encompass First Episode Psychosis
UNC Center for Excellence in Community Mental Health
Department of Psychiatry

FACULTY APPOINTMENTS

University of North Carolina School of Medicine, Chapel Hill, NC 10/2023 – present
Adjunct Clinical Assistant Professor
UNC Center for Excellence in Community Mental Health
Department of Psychiatry

Duke University School of Medicine, Durham, NC 12/2019 – 10/2023
Residency Site Director at UNC
Department of Psychiatry and Behavioral Sciences

University of North Carolina School of Medicine, Chapel Hill, NC 05/2019 – 10/2023
Clinical Assistant Professor
UNC Center for Excellence in Community Mental Health
Department of Psychiatry

EDUCATION

Duke University School of Medicine, Durham, NC 07/2014 – 04/2019
Psychiatry Residency Training Program

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University of California San Diego School of Medicine, San Diego, CA 06/2012 – 03/2013
Obstetrics, Gynecology, and Reproductive Sciences Residency Program

Joan C. Edwards School of Medicine at Marshall University, Huntington, WV 07/2007 – 05/2012
Doctor of Medicine, *cum laude*

Joan C. Edwards School of Medicine at Marshall University, Huntington, WV 07/2005 – 12/2020
Doctor of Philosophy in Biomedical Sciences, *magna cum laude*
Emphasis in: Toxicology, Pharmacology, and Neuroscience
Dissertation: Mechanisms of Dopamine-Induced Methamphetamine Neurotoxicity

Mercer University, Macon, GA 09/1996 – 05/2000
Bachelor of Science, *magna cum laude* and Distinction in Chemistry with Highest Honors
Emphasis in: Bio-Analytical and Physical Chemistries

SPECIALTY TRAININGS

University of North Carolina School of Medicine, Chapel Hill, NC 08/2022 – 6/2022
Mid-Career Faculty Leadership Development Course

Duke University School of Medicine, Durham, NC 07/2018 – 04/2019
Electroconvulsive Therapy Residency Fellowship
>400 hours of training; Certified Competency

Veterans Affairs Health Care System, Durham, NC 07/2017 – 04/2019
Psychosocial Rehabilitation and Recovery Center and
Mental Health Intensive Case Management, Psychiatry Residency Emphasis
>600 hours of training

Academic Medical Center at University of Amsterdam, Amsterdam, the Netherlands 04/2005 –08/2005
Summer Fellowship in Addiction Science and Policy
Certificate of Completion with Highest Honors

CERTIFICATIONS

Buprenorphine Training, formally known as Waiver and Certification	12/2020 – present
American Board of Psychiatry and Neurology	09/2019 – present
High-Fidelity Assertive Community Treatment, NBCC, ACEP	05/2019 – present
Zyprexa Relprevv Patient Care Program Prescriber Certification	05/2019 – present
Electroconvulsive Therapy, Credentialed and Certified	03/2019 – present
North Carolina Medical Board Unrestricted License	02/2019 – present
Clozapine REMS Prescriber Certification	09/2014 – present

OTHER PERTINENT EMPLOYMENT HISTORY

Duke University Physician Assistant Program, Durham, NC 11/2014 – 05/2017
Course Director and Instructor, Psychopharmacology Curriculum

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Minardi Public Affairs, LLC, Charleston, WV 04/2010 – 06/2012
Consultant
Provided expert opinion regarding a proposed legislation to limit and monitor the sales of methamphetamine precursor reagents. This bill is now known as West Virginia Code 4

Becton-Dickinson Biosciences, Lexington, KY; San Diego, CA; San Jose, CA 08/2001 – 04/2005
Chemist
Developed the standard operating procedure, wrote the software code, and trained employees in *FPLC* (fast-paced liquid chromatography) for monoclonal antibody purification within the BD Biosciences branch of Becton, Dickinson and Company

United States Navy 02/2000 – 03/2005
Officer
Graduated Officer Candidate School with Physical Distinction
Received Honorable Discharge upon voluntary severance

SELECTED AWARDS AND HONORS

Provider Leadership Award 2024 2025
Dartmouth Health/Mary Hitchcock Memorial Hospital

Keene Mayor's Award: 2024 Recipient of the Key to the City 2024
Awarded the Key to the City of Keene for outstanding community contributions

Chair's Award for Outstanding Job Performance 2021
Department of Psychiatry, University of North Carolina School of Medicine

Outstanding Contribution During COVID-19 Pandemic 2020
Department of Psychiatry, University of North Carolina School of Medicine

Second-Place, Best Research Presentation 2018
North Carolina Psychiatric Association Annual Meeting

Anagene B. Heiner Memorial Oral Presentation Winner—all Categories 2012
25th Annual Marshall University School of Medicine Research Day

Featured in "Research Spotlight" 2011
West Virginia Medical Journal Special Issue on Substance Abuse

Upcoming Investigator Award 2010
West Virginia Medical Journal

Anagene B. Heiner Memorial Oral Presentation Winner—Basic Sciences 2010
23rd Annual Marshall University Research Day

Tavel Award for Outstanding Young Investigators 2009-2010
Society for Free Radical Biology and Medicine

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Best Graduate Student Oral Presentation Award 2008, 2009
West Virginia Academy of Science

Scholarship for Promising Young Investigators 2008
Blending Addiction Science and Treatment Conference, National Institute on Drug Abuse

RESEARCH AND CLINICAL SERVICE GRANT FUNDING

i. Completed

Title: UNC-Vaya Health Youth Clozapine Clinic and First Episode Psychosis Expansion 10/2023 – 6/2024
Type: Direct Service Grant
Source: Vaya Health Local Management Entity/Managed Care Organization
Amount: $126,312
PI: Asbury
Percent Effort: 10%

Title: UNC Encompass First Episode Psychosis Program---Central NC Expansion 9/2023 – 9/2024
Type: American Rescue Plan Act Mental Health Block Grant Funding
Source: SAMHSA/NC-DHHS Pass Through Funding
Amount: $514,792
PI: Asbury
Percent Effort: 15%

Title: Western Carolina Early Episode Psychosis Program (We Care2 Program) 9/2023 – 9/2024
Type: Community Mental Health Services Block Grant
Source/Number: SAMHSA
Amount: $1,204.047
Multiple PI: Asbury, Steve Buie, MD (Chair, Mountain Area Health Education Center, Asheville, NC), and Tim Evans, MSW (CEO, Mountain Community Health Partners, Micaville, NC)
Percent Effort: 20%

Title: North Carolina First Episode Psychosis Outreach and Education Program 11/2022 – 9/2024
Type: Community Mental Health Services Block Grant
Source/Number: SAMHSA; Centers **1444-5226-XI-3B** and **1461-5226-XI-3B**
Amount: $785,352
PI: Asbury
Percent Effort: 15%

Title: UNC Encompass First Episode Psychosis Program---Central NC Expansion 5/2023 – 9/2023
Type: American Rescue Plan Act Mental Health Block Grant Funding
Source: SAMHSA/NC-DHHS Pass Through Funding; Centers **1444-5226-XI-2J** and **1461-5226-XI-2J**
Amount: $69,000
PI: Asbury
Percent Effort: 15% (for 4 months)

Title: Creation and Implementation of a Rural Pilot for Geographically Marginalized and Underserved Populations in Appalachia North Carolina: the Western Carolina Early 7/2022 – 9/2023

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Episode Psychosis Program (We Care2 Program)
Type: Community Mental Health Services Block Grant
Source/Number: SAMHSA/Centers **1444-5226-XI-2J** and **1461-5226-XI-2J**
Amount: $1,085,763
Multiple PI: Asbury, Steve Buie, MD (Chair, Mountain Area Health Education Center, Asheville, NC), and Tim Evans, MSW (CEO, Mountain Community Health Partners, Micaville, NC)
Percent Effort: 20%

Title: Randomized controlled trial of pyridoxine for tardive dyskinesia 05/2019 – 07/2022
Source: Foundation of Hope, Raleigh, NC
Amount: $99,905
PI: Fred Jarskog, MD (UNC-Chapel Hill)
Role: Co-Investigator
Percent Effort: 10%

Title: Novel pharmacotherapy strategies for obesity in schizophrenia 05/2019 – 07/2022
Source/Number: NIMH/**R01DK105526**
Amount: $2,134,346
PI: Fred Jarskog, MD (UNC-Chapel Hill)
Role: Co-Investigator
Percent Effort: 10%

Title: A Mechanistic Study of Methamphetamine Neurotoxicity: Involvement of HO-1 & MnSOD 07/2009 – 06/2011
Type: Ruth L. Kirschstein Individual Predoctoral NRSA
Source/Number: NIH/NIDA; **F30 DA 025445-01**
Amount: $325,000
PI: Asbury and Maragos

Title: Investigating the Role of Redox-Status on Transcription Factors Involved in Dopamine-Induced Neurotoxicity 07/2005 – 06/2009
Type: STEM Grant
Source: West Virginia Higher Education Policy Commission
Amount: $200,000
PI: Asbury and Niles

PROGRAM DEVELOPMENT

North Carolina Youth Clozapine Clinic 10/2023
UNC Center for Excellence in Community Mental Health
Raleigh, NC

Conceptualized, secured funding, and operationalized a clozapine clinic for individuals residing in the Vaya Health catchment area (western and central North Carolina) who are between 14-18 years of age, on clozapine or would benefit from a clozapine trial, and not eligible for first episode psychosis services. In person and telehealth service delivery.

UNC Encompass First Episode Psychosis Program Central Carolina Expansion 03/2023
UNC Center for Excellence in Community Mental Health

Docusign Envelope ID: 016EF714-C4C9-4180-A50B-AB614BF371DD

Raleigh, NC

Conceptualized, secured funding, and operationalized an expansion of the UNC Encompass first episode psychosis program to provide coordinated specialty care services (NAVIGATE model) to seven underserved counties in central North Carolina. In person and telehealth service delivery.

North Carolina First Episode Psychosis Outreach and Education Program 11/2022
North Carolina Division of Mental Health and UNC Center for Excellence in Community Mental Health
Chapel Hill and Raleigh, NC

Secured funding and operationalized a state-wide outreach, education, and marketing campaign aimed at increasing awareness of first episode psychosis and minimizing the delay in initial treatment contact. This program targets places of higher education, high schools, places of faith, police and other first responders, primary care clinics, and families/natural supports of those at risk of developing a psychotic disorder. Special emphasis placed on outreach to under-represented, marginalized, and diverse populations.

Project ECHO Hub: UNC Center for Excellence in Community Mental Health 10/2022
UNC Center for Excellence in Community Mental Health
Chapel Hill, NC

Created and lunched a Project ECHO Hub aimed at optimizing clinical care for those with serious mental illness. This Hub will launch three initial 12-18 week ECHO Programs focusing on clozapine use, use of long-acting antipsychotic medication, and management psychotropic-induced metabolic side effects. The targeted is international United States.

Western Carolina Early Episode Psychosis Program (We Care2) 7/2022
Mountain Community Health Partners, Mountain Area Health Education Clinic, and UNC Center for Excellence in Community Mental Health
Micaville, NC

Conceptualized, secured funding, and implemented a rural, integrated care model of first episode psychosis services for geographically marginalized, underserved, and under-resourced populations in Appalachia North Carolina. This program is imbedded in a Federally Qualified Health Center and is a multi-institution collaboration.

Western North Carolina Clozapine Clinic 7/2022
Mountain Area Health Education Clinic and University of North Carolina Center for Excellence in Community Mental Health
Asheville, NC

Conceptualized and provided technical support and clinical consultation for the development and operation of a clozapine-capable clinic in western North Carolina. Also, utilized philanthropic donation to fund 20% effort for a clozapine care manager for this clinic. This is a multi-institution collaboration.

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REGIONAL, STATE, AND NATIONAL PROFESSIONAL SERVICE APPOINTMENTS

Co-Chair, Mission Zero ("Back Door") 05/2025 – present
New Hampshire Department of Health and Human Services
Concord, NH

Director, North Carolina First Episode Psychosis Outreach and Education Program 01/2023 – 10/2023
North Carolina Department of Mental Health and UNC Center for Excellence in Community Mental Health
Raleigh, NC

Expert Member, SMI Advisor Center for Clozapine Excellence 11/2022 – 08/2024
American Psychiatric Association
Washington, D.C.

Director, Project ECHO Program: Increasing Clozapine Utilization in North Carolina through the Transfer of Knowledge 10/2022 – 10/2023
UNC Center for Excellence in Community Mental Health
Raleigh, NC

Director, UNC-MAHEC-MCHP Western Carolina Early Episode Psychosis Program 07/2022 – 10/2023
Mountain Area Health Education Clinic and Mountain Community Health Partners
Asheville, NC and Micaville, NC

Consultant, Vaya Health Local Management Entity/Managed Care Organization 7/2021 – 10/2023
Ashville, NC

Consultant, Alliance Health Local Management Entity/Managed Care Organization 03/2021 – 10/2023
Research Triangle Perimeter, NC

Director, North Carolina Clozapine Network 01/2021 – 10/2023
UNC Center for Excellence in Community Mental Health
Chapel Hill, NC

Expert, North Carolina Clozapine Network Consultation Group 07/2020 – 10/2023
UNC Center for Excellence in Community Mental Health
Chapel Hill, NC

Expert, North Carolina Zyprexa Relprevv Technical Assistance 08/2019 – 10/2023
UNC Center for Excellence in Community Mental Health
Chapel Hill, NC

INSTITUTIONAL LEADERSHIP AND SERVICE

Assistant Director, Strategic Initiatives in Community Mental Health 03/2023 –10/2023
UNC Center for Excellence in Community Mental Health
Chapel Hill, NC

Director, Project ECHO Hub 10/2022 – 10/2023
UNC Center for Excellence in Community Mental Health

Docusign Envelope ID: 016EF714-C4C9-4180-A50B-AB614BF371DD

Chapel Hill, NC

Medical Director, UNC Encompass First Episode Psychosis Program 07/2022 – 10/2023
UNC Center for Excellence in Community Mental Health
Raleigh, NC

Associate Medical Director, UNC Encompass First Episode Psychosis Program 09/2021 – 06/2022
UNC Center for Excellence in Community Mental Health
Raleigh, NC

Fellowship Director, UNC Community and Public Psychiatry Fellowship 07/2021 – 10/2023
UNC Center for Excellence in Community Mental Health
Chapel Hill, NC

Site Director, Duke Psychiatry Residency Training Program 12/2019 – 10/2023
Duke University School of Medicine
Durham, NC

Medical Director, UNC Wake Assertive Community Treatment Team 05/2019 – 10/2023
UNC Center for Excellence in Community Mental Health
Raleigh, NC

GRAND ROUNDS, CME, AND TEACHING ACTIVITIES

i. Grand Rounds

Increasing Clozapine Utilization through Education, Consultation, and Resource Allocation 03/2022
Department of Psychiatry Grand Rounds
Mountain Area Health Education Center
Asheville, NC

Assertive Community Treatment During a Pandemic: a pro-active approach to Maintaining high-fidelity and optimizing outcomes 06/2021
Department of Psychiatry Grand Rounds
University of North Carolina School of Medicine at Chapel Hill
Chapel Hill, NC

Have We Forgotten about Our Most Vulnerable Patients? Findings from intra- and inter-national population-based studies on end-of-life treatment disparities in those with serious mental illness 06/2019
Division of Palliative Care, Department of Medicine Grand Rounds
Duke University School of Medicine
Durham, NC

Forgotten in the Shadows of Death: end of life treatment considerations for individuals with serious mental illness 03/2019
Department of Psychiatry and Behavioral Sciences Grand Rounds
Duke University School of Medicine
Durham, NC

Docusign Envelope ID: 016EF714-C4C9-4180-A50B-AB614BF371DD

ii. Continuing Education Lectures

Continuous Community Outreach: Enhancing CSC Awareness and Engagement 02/2024
PEARLS First Episode Psychosis Virtual Learning Community
Geisel School of Medicine at Dartmouth
Hanover, NH

Caring for Those with SPMI: a Practical Approach scheduled for 8/2023
Lunch 'n Learn Continuing Education Series
Mindpath Health of North Carolina
Raleigh, NC

Clozapine 101: Time to Shine 12/2022
The Sunday *Live* Webinars for Continuing Education Series
North Carolina Association of Pharmacists
Durham, NC

Overcoming Barriers and Unlocking Clozapine: A Panel Shares Clinic, System, and State-wide Strategies 11/2022
SMI Advisor
American Psychiatric Association and the Substance Abuse and Mental Health Services Administration
Washington, DC

Assertive Community Treatment 06/2022
North Carolina Psychiatry and Behavioral Health Series
North Carolina Psychiatric Association, Duke AHEC, Southern Regional AHEC
Fayetteville, NC

Reducing the Reluctance of Relprevv 03/2021
Symposium on Improving Outcomes in Psychotic Disorders
Alliance Behavioral Health and Southern Regional AHEC
Raleigh, NC

Long-Acting Injectable Antipsychotics: the evidence, indication, and practical application 02/2021
Symposium on Improving Outcomes in Psychotic Disorders
Alliance Behavioral Health and Southern Regional AHEC
Raleigh, NC

Zyprexa Relprevv Clinic: not as scary as you may think 08/2020
Alliance Assertive Community Treatment Collaborative
Research Triangle Park, NC

iii. Course Director

Recovery-Oriented Treatment of Psychotic Disorders Across a Lifespan 2022 – present
Provides didactic education focused on the treatment and management of psychosis across all ages with emphasis on using recovery-oriented and evidence-based practices (4-5 lectures)
This course is provided in four-to-five, 50-minute lecture series to PGY-2 residents
Approximately 10 residents per year, Duke Psychiatry Residency Training Program

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Durham, NC

Lost in the Shadow of Death: Caring for the SMI Population at End-of-Life 2020 – 2022
This course was provided in four-to five, 50-minute lectures to PGY-2/3 residents
Approximately 10 residents per year, Duke Psychiatry Residency Training Program
Durham, NC

Women's Mental Health Symposium 2016
The course was a three-hour symposium delivered by of four experts in women's mental health. The symposium was delivered to all residents of the Duke Psychiatry Residency Training Program
Durham, NC

iv. Lectures
see lecture portfolio, pages 13-15

v. Clinical Teaching
UNC Encompass First Episode Psychosis Program Community Psychiatry Elective for MS3 7/2021 – present
Activity: live, patient-based learning in a first-episode psychosis outpatient program
Duration: 1 hour per week x 4 weeks each block, 10 students per year
Role: Attending Physician

UNC Sub-Internship Psychiatry Elective Rotation for MS4 07/2020 – present
Activity: live, patient-based learning in the community or office
Duration: 8 hours per week for 5 weeks, 4 students/year
Role: Attending Physician

UNC Outpatient Psychiatry Clerkship Rotation on ACT for MS3 05/2020 – present
Activity: live, patient-based learning in the community or office
Duration: 4 hours per week for 5 weeks, 10 students/year
Role: Attending Physician

UNC Kenan Uban Scholars Summer Program for Minority and Diverse Populations for MS2 07/2019 – present
Activity: live, patient-based learning in the community
Duration: 4 hours per week for 2 weeks, 6 students/year
Role: Attending Physician

vi. Attending on Clinical Service
UNC Interventional Psychiatry Residency Elective 02/2022 – present
Activity: live, patient-based learning in electroconvulsive therapy
Duration: 25 hours/week x 8 weeks, ~8 residents per year
Role: Attending Physician

UNC/Duke Encompass First Episode Psychosis Program Community Psychiatry Elective 7/2021 – present
Activity: live, patient-based learning in a first-episode psychosis outpatient program

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Duration: 8 hours/week x 52 weeks, 1-2 residents per year
Role: Attending Physician

UNC/Duke Wake ACT Team Community Psychiatry Elective 12/2019 – present
Activity: live, patient-based learning in the community
Duration: 9 hours/week x 52 weeks, 2-3 residents per year
Role: Attending Physician

PRIMARY RESEARCH ADVISING

UNC Master of Public Health 01/2023 – present
Katarina Swarm, MD/MPH candidate
Gillings School of Global Public Health
University of North Carolina at Chapel Hill
Chapel Hill, NC
Master's Paper: "Duration of Untreated Psychosis in the United States: a Scoping Review Focused on Equity"

COVID-19 RESPONSE and QUALITY IMPROVEMENT

Department of Psychiatry Morbidity and Mortality 4/2023
UNC Department of Psychiatry
Chapel Hill, NC
Identified and contributed to learning from a variety of significant systems-related issues leading to improved departmental policies, procedures, and safety measures

COVID-19 Vaccine Clinic for UNC Wake County ACT Clients 03/2021 – 10/2022
UNC Center for Excellence in Community Mental Health
Raleigh, NC
Conceptualized and coordinated a COVID-19 vaccine clinic for individuals on the UNC Wake County ACT Team within two weeks of eligibility to receive the vaccine. Coordinated this effort with a local pharmacy. Offered a total of five clinics that included initial and booster administration. Over 86% of eligible members of the UNC Wake ACT Team were fully vaccinated within three months of eligibility.

COVD-19 Pandemic Standard Operating Procedures and Policies for North Carolina Assertive Community Treatment Teams 03/2020 – 08/2021
North Carolina ACT Coalition and the UNC Institute of Best Practices
Authored and continuously updated the standard operating procedures for North Carolina ACT teams during the COVID-19 pandemic. These policies and procedures were also adopted by other states as their standard operating procedures during the pandemic.

Assertive Community Treatment COVID-19 Readiness Plan for North Carolina 02/2020
UNC Institute of Best Practices and the North Carolina ACT Coalition
Authored a the COVID-19 pre-pandemic readiness plan for the UNC Wake County ACT team that was later adopted as the North Carolina ACT Coalition readiness plan.

Morbidity and Mortality: Learning from Deficits 2015, 2016, 2017
Duke Department of Psychiatry and Behavioral Sciences

Docusign Envelope ID: 016EF714-C4C9-4180-A50B-AB614BF371DD

Identified and contributed to learning from a variety of significant systems-related issues leading to improved departmental policies, procedures, and safety measures

BIBLIOGRAPHY

i. Books/Book Chapters

Ghafourifar P, **Asbury ML**, Joshi SS, Kincaid ED. Determination of mitochondrial nitric oxide synthase activity. In: Packer L and Cadenas E, editors. Methods in Enzymology. 4th ed. Waltham (MA): Academic Press. 2005.

Asbury, Melinda L., "Mechanisms of Dopamine-Induced Methamphetamine Neurotoxicity" (2020). Theses, Dissertations and Capstones. 1322.

iii. Refereed Articles

Belson C, Bruce L, Gilmore J, **Asbury M**, Jarskog F, Hall A, Bareis N, Zeng X. Understanding clozapine prescribing patterns and disparities among North Carolina Medicaid adults with schizophrenia and schizoaffective disorder. North Carolina Medical Journal. *In review*

Tsai S, Sun M, **Asbury, ML**, Weber JM, Truong T, Deans E. Novel Spaced Repetition Flashcard System for the In-Training Examination for Obstetrics and Gynecology. Med Sci Educ. 2021 May;31(4):1393-1399.

Barbour A, **Asbury ML**, Web J, Riordan PA, Prakken S. Opioid-Induced Somatic Activation: Prevalence in a Population of Patients with Chronic Pain. Cureus. 2020 May;12(5):e7911, 1-7.

x. Refereed Oral Presentations and/or Abstracts

Invited Presentations

Riordan P, **Asbury M**, Cutson T. Palliative care and serious persistent mental illness: two cases of catatonia as the terminal diagnosis. American Academy of Hospice and Palliative Care. Orlando, FL. 2018.

Asbury ML and Miller ML. Learning to Let That Thought Go: How Cognitive Behavioral Therapy Facilitated Reduced Medication Regimen in a Patient with Chronic Schizophrenia and Obsessive Compulsive Disorder. 2018 Annual Meeting and Scientific Session of the North Carolina Psychiatric Association. Asheville, NC. 2018.

Asbury ML, Tassone MI, Kiningham KK. The specific mechanism by which dopamine-induces MAPK P38 activation serves as a molecular switch between cellular protection and destruction in a model of methamphetamine neurotoxicity. Marshall University School of Medicine 25th Annual Research Day. Huntington, WV. 2012.

Asbury ML, Tassone MI, Kiningham KK. The Role of Dopamine D1 Receptors in p38 Phosphorylation and Redox-Sensitive AP-1. 16th Annual Meeting of the Society for Free Radical Biology and Medicine. San Francisco, CA. 2009.

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Asbury ML, Tassone MI, Marcelo AJ, Kiningham KK. Acute dopamine stimulation of neuroepithelioma cells causes AP-1 transcription factor activation, oxidative stress and apoptosis: a model for methamphetamine-induced neurodegeneration. Marshall University School of Medicine 21st Annual Research Day. Huntington, WV. 2007.

Asbury ML, Tassone MI, Marcelo AJ, Cook CR, Kiningham KK. Acute dopamine stimulation in SK-N-MC neuroepithelioma cells causes activation of the redox-sensitive AP-1 transcription factor, oxidative stress, and apoptosis. 13th Annual Meeting of the Society for Free Radical Biology and Medicine. Denver, CO. 2006.

Published Abstracts

Guidry A, **Asbury ML**, Bolkhir W, Rushton TC. Treatment of Cryptococcal Meninhitis in an Immunocompetent Patient. American College of Physicians WV Chapter Meeting. Roanoke, WV. 2010.

Asbury ML, Tassone MI, Green T, Kiningham KK. Acute dopamine stimulation causes apoptosis in SK-N-MC cells through D1 receptor stimulation, MAPK p38 phosphorylation, AP- activation, and lack of MnSOD adaptive response: an in vitro model of methamphetamine neurotoxicity. Society for Neuroscience. Chicago, IL. 2009.

Asbury ML, Tassone MI, Kiningham KK. Heme oxygenase-1 Induction: a p38-mediated, redox sensitive, cellular response to acute dopamine stimulation in an invitro model of addiction. 14th Annual Meeting of the Society for Free Radical Biology and Medicine. Washington, DC. 2007.

Ghafourifar P, **Asbury M**, Joshi S. The role of heart mitochondrial nitric oxide synthase in hypoxia/reoxygenation-induced oxidative stress and apoptosis. 27th Annual Meeting of the International Society of Heart Research. New Orleans, LA. 2005.

LECTURE PORTFOLIO

Schizophrenia and Schizoaffective Disorder: Diagnosis and Management 2022 – present
This lecture is 2 hours and is given to PGY-1 residents
Mountain Area Health Education Center
Asheville, NC

Delusional Disorder and Prodromal States: Diagnosis and Management 2022 – present
This lecture is 2 hours and is given to PGY-1 residents
Mountain Area Health Education Center Psychiatry Training Program

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Asheville, NC

Examining Long-Term Outcomes of Coordinated Specialty Care Models for FEP: The "Theoretical" Importance of Intervening at Clinical High Risk 2022 – present
This lecture is 50-minutes and is given to Duke PGY-2 residents
Duke Psychiatry Residency Training Program
Durham, NC

Functional and Cognitive Changes Associated with Duration of Untreated Psychosis in those with First or Early Episode Psychosis 2022 – present
This lecture is 50-minutes and is given to Duke PGY-2 residents
Duke Psychiatry Residency Training Program
Durham, NC

Neuroanatomical Changes Associated with Duration of Untreated Psychosis in those with First or Early Episode Psychosis 2022 – present
This lecture is 50-minutes and is given to Duke PGY-2 residents
Duke Psychiatry Residency Training Program
Durham, NC

Diagnosing and Treating the First Episode and Clinical High-Risk Populations 2021 – present
This lecture is 50-minutes and is given to Duke PGY-2 residents
Duke Psychiatry Residency Training Program
Durham, NC

Assertive Community Treatment: an overview of practice and review of the evidence 2020 – present
This lecture is 50-minutes and is given to UNC PGY-2 Psychiatry Residents
UNC Psychiatry Training Program
Chapel Hill, NC

Psychopharmacologic Considerations at the End-of-Life for those with SPMI 2019 – 2021
This lecture was 50-minutes and was given to Duke PGY-3 residents
Duke Psychiatry Residency Training Program
Durham, NC

Recovery-Informed Approach to Psychiatric Advanced Directives and End-of-Life Goals 2019 – 2021
This lecture was 50-minutes and was given to Duke PGY-3 residents
Duke Psychiatry Residency Training Program
Durham, NC

Diagnostic Dilemmas at End of Life for those with SPMI 2019 – 2021
This lecture was 50-minutes and was given to Duke PGY-3 residents
Duke Psychiatry Residency Training Program
Durham, NC

Palliative Care in Persons with Serious and Persistent Mental Illness: Special Considerations through Case-Based Learning 2019
This lecture was 90-minutes and was given to interprofessional fellows
Interprofessional Fellowship in Psychosocial Rehabilitation

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Mental Illness Education, Research, and Clinical Center
Durham VA Medical Center
Durham, MC

Pharmacology Case Presentations II 2014 – 2017
This lecture was 90-minutes and was given to Duke physician assistant students
Duke Physician Assistant Program
Durham, NC

Pharmacology Case Presentations I 2014 – 2017
This lecture was 90-minutes and was given to Duke physician assistant students
Duke Physician Assistant Program
Durham, NC

Pharmacology of Treatments for Anxiety Disorders 2014 – 2017
This lecture was 90-minutes and was given to Duke physician assistant students
Duke Physician Assistant Program
Durham, NC

Pharmacology of Treatments for Sleep Disorders 2014 – 2017
This lecture was 90-minutes and was given to Duke physician assistant students
Duke Physician Assistant Program
Durham, NC

Pharmacology of Treatments for Bipolar Disorder 2014 – 2017
This lecture was 90-minutes and was given to Duke physician assistant students
Duke Physician Assistant Program
Durham, NC

Pharmacology of Antipsychotics II 2014 – 2017
This lecture was 90-minutes and was given to Duke physician assistant students
Duke Physician Assistant Program
Durham, NC

Pharmacology of Antipsychotics I 2014 – 2017
This lecture was 90-minutes and was given to Duke physician assistant students
Duke Physician Assistant Program
Durham, NC

Addiction Medicine and Science: an overview 2009 – 2012
This lecture was 50-minutes and was given to Marshall University School of Medicine third-year medical students
Joan C. Edwards School of Medicine at Marshall University
Huntington, WV

Addiction Medicine and Science: methamphetamine and stimulants 2009, 2011, 2012
This lecture was 50-minutes and was given to Marshall University School of Medicine third-year medical students
Joan C. Edwards School of Medicine at Marshall University
Huntington, WV

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Addiction Medicine and Science: alcohol and opiates 2009, 2011, 2012
This lecture was 50-minutes and was given to Marshall University School of Medicine third-year medical students
Joan C. Edwards School of Medicine at Marshall University
Huntington, WV

Pharmacology of Anticonvulsants 2007, 2009 – 2012
This lecture was 50-minutes and was given to Marshall University School of Medicine second-year medical students and second-year biomedical sciences graduate students
Joan C. Edwards School of Medicine at Marshall University
Huntington, WV

Pharmacology of Stimulants 2007, 2009 – 2012
This lecture was 50-minutes and was given to Marshall University School of Medicine second-year medical students and second-year biomedical sciences graduate students
Joan C. Edwards School of Medicine at Marshall University
Huntington, WV

Immunotoxicology 2007 – 2011
This lecture was 50-minutes and was given to Marshall University School of Medicine second and/or third year biomedical sciences graduate students
Joan C. Edwards School of Medicine at Marshall University
Huntington, WV

Neurotoxins 2007 – 2011
This lecture was 50-minutes and was given to Marshall University School of Medicine second and/or third year biomedical sciences graduate students
Joan C. Edwards School of Medicine at Marshall University
Huntington, WV

Toxicology of Stimulants 2007 – 2011
This lecture was 50-minutes and was given to Marshall University School of Medicine second and/or third year biomedical sciences graduate students
Joan C. Edwards School of Medicine at Marshall University
Huntington, WV

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KAREN P. JOHNSON, MPH

QUALIFICATIONS

- Extensive experience in health care operations and practice management in private practices, hospitals and academic medical centers.
- Proven leader with ability to motivate and work successfully with physicians, mid-level providers, clinical and administrative staff.
- Fields of focus: strategic planning and implementation, physician governance, financial management, revenue cycle management, new office development and build-out, and resource allocation.

PROFESSIONAL EXPERIENCE

Monadnock Family Services, Keene, NH **05/25 – present**
Chief Operating Officer

Cheshire Medical Center / Dartmouth-Hitchcock, Keene, NH
Director of Ambulatory Services **11/14 – 06/25**
Oversee all financial and operational processes of Departments. Responsibilities include patient experience, employee engagement, schedule optimization, efficient use of resources, budgeting, strategic planning, leader development, process standardization and improvement, and maintaining policies and procedures.

Primary Care **10/21 – present**

Departments include: Family Medicine, Pediatrics, Family Medicine Residency, Dermatology, Outpatient Psychiatry

52 Providers, 136 Staff, 6 leaders, 6 locations

Accomplishments:

- Re-organization of Family Medicine Department; standardization of roles and processes across on-campus department to improve efficiency and eliminate redundancy
- Implementation of DH Patient Access Center to improve patient access, appointment scheduling and nurse triage
- Oversight of Primary Care provider coding training and schedule optimization, resulting in 11% increase in overall wRVU percentile

Specialty Medicine **11/14 – 10/21**

Departments included: Allergy, Cardiovascular Services, Dermatology, Employee & Occupational Health, Endocrinology, Gastroenterology, Nephrology, Neurology, Pain Management, Pulmonary, Rheumatology, Wound Care

31 Providers, 66 Staff, 4 leaders, 5 locations

Special Project Assignments **1/20 – 10/21**

Coordinated multiple special projects, focusing on standardization across the organization.

Projects included:

- Established comprehensive wound care clinic
- Diabetes care standardization across ambulatory clinics
- Elimination of samples in the ambulatory setting
- Increasing EMR portal enrollment
- Ambulatory scheduling optimization

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MedStar Georgetown University Hospital, Washington, DC
Department of Plastic and Reconstructive Surgery, Administrator 11/06 – 10/14

Oversaw all financial and operational responsibilities for a single-specialty academic department, which included 10 faculty, 1 fellow, 14 affiliated physicians, 18 residents, 6 non-physician providers and 21 clinical and administrative staff.

Integrated HealthCare, LLC, Stamford, CT 2/03 – 1/06
Manager

Virginia Pediatric Group, LTD., Fairfax, VA
Practice Administrator 10/98 – 7/02

AllCare, Oxon Hill, MD
East Coast Operations Manager 3/98–7/98

Scottish Rite Pediatric Partners, Atlanta, GA
Practice Manager 6/96-2/98

Metcalf & Eddy, Inc., Somerville, NJ
Project Assistant 9/89-8/94

EDUCATION

Emory University, Rollins School of Public Health, Atlanta, GA 12/95
Master of Public Health; Concentration: Health Policy and Management

Franklin and Marshall College, Lancaster, PA 5/89
Bachelor of Arts; Major: Business Administration/Management

ASSOCIATIONS

American College of Healthcare Executives (ACHE), Member since 2020
Medical Group Management Association (MGMA), Member since 1995

COMMUNITY BOARD OF DIRECTORS

Monadnock Family Services (MFS) 7/22 to present
Chair, Quality Committee 2024
Member, Operations Committee

Colonial Theatre of Performing Arts 7/15 – 7/22
Member, Finance Committee
Board Secretary, 2019-2022

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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: **Monadnock Family Services SUPPO-05**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Melinda Asbury	CMO and Interim CEO	$342,490.00	$392,490.00
Karen Johnson	COO	$150,000.00	$150,000.00

Subject: Supported Housing (SS-2026-DBH-01-SUPPO-06)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Community Council of Nashua, N.H. dba Greater Nashua Mental Health		1.4 Contractor Address 100 W. Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $9,888,644. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Cynthia L Whitaker Date: 6/3/2025		1.12 Name and Title of Contractor Signatory Cynthia L Whitaker — President and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox Date: 6/3/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox — Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino		On: 6/4/2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials: Initial CW

Date: 6/3/2025

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

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8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Date 6/3/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 6 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least two (2) full-time HBSP Housing Specialists. The HBSP Housing Specialists must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialists and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialists maintain a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialists must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

1.4.23.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

1.4.23.2.2. Ensuring data files and records are consistent with reporting specification requirements.

1.4.23.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) days.

1.4.23.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

1.4.23.2.5. Participating in Departmental efforts for system-wide data quality improvement.

1.4.23.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

1.4.23.2.6.1. All data is formatted in accordance with the file specifications;

1.4.23.2.6.2. No records will reject due to invalid characters or invalid formatting; and

1.4.23.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1. 4.23.4.; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

1.4.23.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

1.4.23.4.4. Failure of the Contractor to implement the plan may require:

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. **Supported Housing Expanded Program – First Steps**

1.5.1. The Contractor must operate a program for adults with serious mental illness that includes independent living units for a minimum of six (6) individuals with approximately six (6) months average length of stay.

1.5.2. The Contractor must ensure the program is staffed by at least a 1.0 Full Time Equivalent (FTE) program manager.

1.5.3. The Contractor must ensure referrals for this program are prioritized for the following individuals:

1.5.3.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

1.5.3.2. Individuals being discharged from New Hampshire Hospital or Glencliff Home; and

1.5.3.3. Individuals requiring short-term housing assistance to stabilize their living situation.

1.5.4. The Contractor must ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

1.5.5. The Contractor must ensure discharge planning begins within 30 calendar days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor must ensure discharge planning includes, but is not limited to:

1.5.5.1. Assessment of the individual's ability to live independently.

1.5.5.2. Input of wants and needs from the client, and guardian if applicable.

1.5.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

1.5.6. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.5.6.1. Ensure compliance with policies implemented; and

1.5.6.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.5.7. The Contractor must submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements including, but not limited to:

Initial

1.5.7.1. Total number of vacant and occupied beds during the reported period.

1.5.7.2. Total number of individuals referred, admitted and discharged during the reporting period.

1.5.7.3. Length of stay upon discharge.

1.5.7.4. All referral source(s) and discharge locations.

1.5.7.5. Programmatic offerings.

1.5.7.6. Reasons for any denials from entry.

1.6. **A Place To Live**

1.6.1. The Contractor must review all comprehensive housing referrals for A Place To Live assistance to determine whether the individual meets eligibility criteria.

1.6.2. The Contractor must collaborate with the individual, their treatment team, guardian and natural supports, as applicable, and ensure all other housing and assistance programs have been explored, prior to providing any assistance pursuant to this Agreement.

1.6.3. The Contractor must provide financial housing assistance to adults who are receiving mental health services at Greater Nashua Mental Health, through A Place to Live for the following purposes:

1.6.3.1. Rental subsidies for individuals paying more than 50% of their gross income toward rent and who do not meet eligibility criteria for any other housing voucher or rental assistance programs;

1.6.3.2. Rental subsidies for individuals who are not eligible for rental assistance programs or temporary or permanent housing vouchers due to legal status; and

1.6.3.3. One-time financial assistance when all other available financial assistance options have been exhausted, for:

1.6.3.3.1. Security deposit assistance to individuals who are not otherwise eligible for any other local and state assistance programs;

1.6.3.3.2. Bedbug infestation treatment, biohazard cleanup, and/or waste removal when such conditions are causing acute psychiatric needs to heighten due to the unsafe living condition; and

1.6.3.3.3. Rent arrearages to individuals who are facing eviction due to non-payment of rent in accordance with the individual's lease agreement.

1.6.4. The Contractor must ensure individuals who are eligible for permanent housing subsidies remain in good standing on all permanent housing subsidy voucher waitlists.

1.6.5. The Contractor must be available to provide housing related assistance to individuals receiving a voucher through this program, as needed and requested by the individual.

1.6.6. The Contractor must provide support services and ensure the individual is referred to other services as requested to address needs including, but not limited to:

1.6.6.1. Accessing food to decrease food insecurity.

1.6.6.2. Securing apartment furnishings.

1.6.6.3. Utility bill assistance.

1.6.7. The Contractor must assist individuals with applying for all financial benefits for which they are eligible.

1.6.8. The Contractor must meet with the Department quarterly, or as otherwise requested by the Department, at a mutually agreeable location to review:

1.6.8.1. The individuals currently receiving funding through the rental housing subsidy; and

1.6.8.2. Each individual's progress toward a permanent housing subsidy, if applicable.

1.6.9. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.6.9.1. Ensure compliance with policies implemented; and

1.6.9.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.6.10. The Contractor must submit monthly progress reports to the Department in a format agreed upon by the Department, no later than the 15th day of the month that specifies:

1.6.10.1. The amount of rental housing subsidy funds expended and the balance of the rental housing subsidy funds remaining;

1.6.10.2. The last name, address, total rent, and subsidy payment amount for each rental payment made; and

1.6.10.3. A description of the use of any rental housing subsidy funds paid for by the Contractor on behalf of the individual, other than for a rental payment subsidy, as permissible pursuant to this Agreement.

1.7. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.8. Maintenance of Fiscal Integrity

1.8.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.8.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.8.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.8.1.2.1. All revenue sources and expenditures; and

1.8.1.2.2. A budget column allowing for budget to actual analysis;

1.8.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

1.8.1.3.1. All revenue sources and all related expenditures for the Program; and

1.8.1.3.2. A budget column allowing for budget to actual analysis; and

1.8.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

1.8.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

1.8.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

1.8.3.1. Days of Cash on Hand:

1.8.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

1.8.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

1.8.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.8.3.2. Current Ratio:

1.8.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

1.8.3.2.2. Formula: Total current assets divided by total current liabilities.

1.8.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

1.8.3.3. Debt Service Coverage Ratio:

1.8.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

1.8.3.3.2. Definition: The ratio of net income to the year-to-date debt service.

1.8.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year-to-date debt service (principal and interest) over the next twelve (12) months.

1.8.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

1.8.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

1.8.3.4. Net Assets to Total Assets:

1.8.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

1.8.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

1.8.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

1.8.3.4.4. Source of Data: The Contractor's monthly financial statements.

1.8.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

1.8.4. If the Contractor does not meet either:

1.8.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.8.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

1.8.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

1.8.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

1.8.5. The Contractor must update and submit the corrective action plan to the Department, at least every 30 calendar days, until compliance is achieved. The Contractor must:

1.8.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.8.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

Initial

1.9. Reduction or Suspension of Funding

1.9.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are reduced, suspended, or reallocated, the Department shall provide immediate written notification to the Contractor of such reduction, suspension, or reallocation.

1.9.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.9.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

1.9.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

1.9.1.2.2. Crisis services for all individuals.

1.9.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

1.9.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

1.10. Elimination of Programs and Services by Contractor

1.10.1. Not including service reductions collaboratively addressed in Section 1.9. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.10.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

1.10.3. The Contractor must not redirect funds allocated in the Contractor's budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

1.11. The Contractor must participate in meetings with the Department as requested by the Department.

1.12. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.13. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.14. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.15. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.16. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.17. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

1.17.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge,

transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.18. Background Checks

1.18.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.18.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.18.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.18.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.19. Confidential Data

1.19.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.19.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.20. Privacy Impact Assessment

1.20.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its

system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.20.1.1. How PII is gathered and stored;

1.20.1.2. Who will have access to PII;

1.20.1.3. How PII will be used in the system;

1.20.1.4. How individual consent will be achieved and revoked; and

1.20.1.5. Privacy practices.

1.20.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.21. Department Owned Devices, Systems and Network Usage

1.21.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.21.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.21.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.21.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.21.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use

utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.21.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.21.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.21.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.21.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.21.1.9. Agree when utilizing the Department's email system:

1.21.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.21.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.21.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.21.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.21.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or

transmitting Department Data or Confidential Data.

1.21.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.21.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.21.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.21.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.21.2. Workspace Requirement

1.21.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.22. Contract End-of-Life Transition Services

1.22.1. General Requirements

1.22.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.22.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.22.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.22.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.22.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.22.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.22.2. Completion of Transition Services

1.22.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service,

is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.22.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.22.3. Disagreement over Transition Services Results

1.22.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.3.4. The Contractor must not reproduce any materials produced under the

Agreement without prior written approval from the Department.

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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 further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.govor mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

9. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

11.2.1. 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.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Community Council of Nashua, N.H. DBA Greater Nashua Mental Health

Budget Request for: Supported Housing

Budget Period: SFY 2026 - SFY 2027.

Indirect Cost Rate (if applicable) 13.00%

Line Item	Housing Bridge (SFY 2026)	Supported Housing Expanded Program (SFY 2026)	Housing Bridge (SFY 2027)	Supported Housing Expanded Program (SFY 2027)
1. Salary & Wages	$179,555	$71,865	$179,555	$71,865
2. Fringe Benefits	$53,867	$17,565	$53,867	$17,565
3. Consultants	$0	$600	$0	$600
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0
5.(e) Supplies - Office	$0	$360	$0	$360
6. Travel	$650	$610	$650	$610
7. Software	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$4,200	$1,200	$4,200	$1,200
8. (b) Other - Education and Training	$780	$600	$780	$600
8. (c) Other - Other (specify below)	$0	$0	$0	$0
Client Funds	$0	$0	$0	$0
Criminal Records Checks	$2,400	$0	$2,400	$0
Daily Subsidy Fees	$0	$0	$0	$0
Facility Fit Up Costs	$0	$1,268	$0	$1,268
Miscellaneous Expenses	$0	$0	$0	$0
Rental Occupancy Costs	$0	$0	$0	$0
Rental Payments	$0	$88,800	$0	$88,800
Rental Vouchers	$0	$0	$0	$0
Staff Recruitment	$0	$0	$0	$0
Unit Damage	$0	$0	$0	$0
Utilities	$0	$5,391	$0	$5,391
9. Specialty Housing Provisions	$201,444	$0	$201,444	$0
10. Subrecipient Contracts	$0	$0	$0	$0
Total Direct Costs	$442,896	$188,259	$442,896	$188,259
Total Indirect Costs	$31,685	$12,921	$31,685	$12,921
Subtotals	$474,581	$201,180	$474,581	$201,180
			TOTAL	**$1,351,522**

Initial

Contractor Initials: CW

Date: 6/3/2025

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

Contractor Initials CW

Date 6/3/2025

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

Contractor Initials CW

Date 6/3/2025

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Greater Nashua Mental Health
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED0D05B04C62442...	Signed by: Cynthia L Whitaker 084332A5D3DB451...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Cynthia L Whitaker
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
6/3/2025	6/3/2025
Date	Date

Contractor Initials: Initial CW

Date: 6/3/2025

Docusign Envelope ID: A927B928-28DC-4457-98AB-DC508BFC88EA

State of New Hampshire

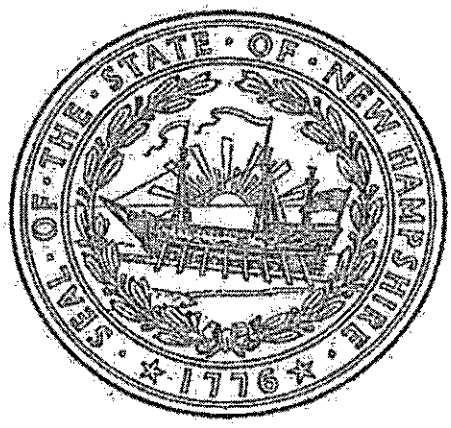
Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE COMMUNITY COUNCIL OF NASHUA, N.H. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 24, 1923. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63050**

Certificate Number: **0006206726**



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of April A.D. 2023.

David M. Scanlan

Secretary of State

Docusign Envelope ID: A927B928-28DC-4457-98AB-DC508BFC88EA

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that GREATER NASHUA MENTAL HEALTH is a New Hampshire Trade Name registered to transact business in New Hampshire on November 13, 2018. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **807172**
Certificate Number: **0006206714**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2023.

David M. Scanlan
Secretary of State

Docusign Envelope ID: A927B928-28DC-4457-98AB-DC508BFC88EA

CERTIFICATE OF AUTHORITY

I, Diane Vienneau, Board Chair, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of **The Community Council of Nashua, N.H. dba Greater Nashua Mental Health.**
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on 5/28/25, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Cynthia L. Whitaker, PsyD, MLADC, President & Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of **The Community Council of Nashua, N.H. dba Greater Nashua Mental Health** to
(Name of Corporation/ LLC)
enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/28/25

Signature of Elected Officer
Name: Diane Vienneau
Title: GNMH Board Chair

Amendment #4 of the Housing Bridge Subsidy Program Contract (SS-2020-DBH-01-HOUSE-06-A04) for the periods of FY26 and FY27 for a total of $1,315,522 (or $675,761 per year)

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/16/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, LLC 11 Concord Street Nashua NH 03064	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL ADDRESS: cbeauregard@eatonberube.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED COMCO3 The Community Council of Nashua NH, Inc dba Greater Nashua Mental Health 100 West Pearl Street Nashua NH 03060	INSURER A: Scottsdale Insurance Co INSURER B: Concord General Mutual — 20672 INSURER C: Granite State Health Care & Human Services Self In INSURER D: The Lawson Group INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 355793523 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:			OPS1586723	11/12/2024	11/12/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 2,000,000 $ 300,000 $ 5,000 $ 2,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY X SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY			20038992	11/12/2024	11/12/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $ 10,000			XLS1224786	11/12/2024	11/12/2025	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
C D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P02534HCHS2025 M1395801	1/1/2025 1/1/2025	1/1/2026 1/1/2026	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability Claims Made Retro Date: 11/12/1986			OPS1586723	11/12/2024	11/12/2025	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage: NH; no excluded officers.

State of NH Department of Health and Human Services is listed as additional insured per written contract.

CERTIFICATE HOLDER

State of NH
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301-3857

CANCELLATION 30 days/10 days non-payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Mark Berube

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GNMH Greater Nashua Mental Health

The Community Council of Nashua, N.H. dba Greater Nashua Mental Health

Mission Statement

Empowering all people to thrive through excellent care, community engagement, and a commitment to innovation and growth.

Administrative Office
100 West Pearl Street, Nashua, NH 03060

(603) 889-6147
www.gnmh.org

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BerryDunn

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2024

(With Comparative Totals for June 30, 2023)

With Independent Auditor's Report

Docusign Envelope ID: A927B928-28DC-4457-98AB-DC508BFC88EA

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Opinion

We have audited the accompanying financial statements of The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization), which comprise the statement of financial position as of June 30, 2024, and the related statements of activities and changes in net assets, functional revenues and expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

We conducted our audit in accordance with U.S. generally accepted auditing standards (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, during the year ended June 30, 2024. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. 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 U.S. GAAS we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

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Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

Report on Summarized Comparative Information

We have previously audited the Organization's 2023 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated November 6, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 2, 2024

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Financial Position

June 30, 2024
(With Comparative Totals for Year Ended June 30, 2023)

	2024	2023
ASSETS		
Cash and cash equivalents	$ 1,151,048	$ 6,124,028
Accounts receivable, net of allowance for credit losses and contractual's of $546,246 in 2024 and $212,321 in 2023	547,537	406,996
Grants receivable, net	2,980,485	970,436
Investments	5,594,589	11,127,207
Prepaid expenses	364,106	304,256
Right-of-use assets (ROU) - operating	548,437	660,417
Property and equipment, net	8,544,148	3,171,952
Total assets	$ 19,730,350	$ 22,765,292
LIABILITIES AND NET ASSETS		
Liabilities		
Line of credit	$ 750,000	$ -
Accounts payable and accrued expenses	79,017	570,749
Accrued payroll and related activities	703,153	747,892
Accrued vacation	750,829	658,242
Estimated third-party liability	203,127	820,419
Deferred revenue	-	109,736
Lease obligations - operating	553,528	661,026
Total liabilities	3,039,654	3,568,064
Net assets		
Without donor restrictions		
Undesignated	13,750,980	16,468,566
Board-designated	2,587,969	2,402,168
Total without donor restrictions	16,338,949	18,870,734
With donor restrictions	351,747	326,494
Total net assets	16,690,696	19,197,228
Total liabilities and net assets	$ 19,730,350	$ 22,765,292

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Activities and Changes in Net Assets

Year Ended June 30, 2024
(With Comparative Totals for Year Ended June 30, 2023)

	2024			
	Without Donor Restrictions	With Donor Restrictions	Total	Total 2023
Revenues and support				
Program service fees, net	$ 16,616,403	$ -	$ 16,616,403	$ 17,864,412
New Hampshire Bureau of Behavioral Health	3,210,979	-	3,210,979	3,639,395
Federal and state grants	1,450,404	-	1,450,404	1,178,290
Rental income	9,585	-	9,585	7,512
Contributions and support	211,530	-	211,530	144,131
Other	494,867	-	494,867	464,711
Total revenues and support	21,993,768	-	21,993,768	23,298,451
Expenses				
Program services				
Children's and adolescents' services	3,162,411	-	3,162,411	2,758,361
Adult services	6,542,055	-	6,542,055	6,025,371
Older adult services	770,416	-	770,416	624,210
Deaf services	506,754	-	506,754	622,236
Substance abuse disorders	937,390	-	937,390	899,610
Medical services	1,903,995	-	1,903,995	1,835,783
Other programs	3,405,488	-	3,405,488	3,077,656
Total program services	17,228,509	-	17,228,509	15,843,227
General and administrative	7,882,550	-	7,882,550	7,197,311
Development	156,621	-	156,621	95,403
Total expenses	25,267,680	-	25,267,680	23,135,941
(Loss) income from operations	(3,273,912)	-	(3,273,912)	162,510
Other income				
Investment return, net of fees	312,290	5,281	317,571	219,953
Realized and unrealized gains on investments	429,837	19,972	449,809	200,547
Total other income	742,127	25,253	767,380	420,500
Change in net assets	(2,531,785)	25,253	(2,506,532)	583,010
Net assets, beginning of year	18,870,734	326,494	19,197,228	18,614,218
Net assets, end of year	$ 16,338,949	$ 351,747	$ 16,690,696	$ 19,197,228

The accompanying notes are an integral part of these financial statements.

Docusign Envelope ID: A927B928-28DC-4457-98AB-DC508BFC88EA

THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2024
(With Comparative Totals for Year Ended June 30, 2023)

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total	2023 Total
Revenues and support and other income												
Program service fees, net	$ 4,518,454	$ 6,646,229	$ 1,155,494	$ 353,624	$ 293,040	$ 1,121,550	$ 2,528,012	$ 16,616,403	$ -	$ -	$ 16,616,403	$ 17,864,412
New Hampshire Bureau of Behavioral Health	230,295	934,254	-	295,014	524,547	-	1,200,215	3,184,325	26,654	-	3,210,979	3,639,395
Federal and state grants	261,168	50,000	-	-	-	-	1,139,236	1,450,404	-	-	1,450,404	1,178,290
Rental income	-	-	-	-	-	-	-	-	9,585	-	9,585	7,512
Contributions and support	-	-	-	-	20,150	-	-	20,150	-	191,380	211,530	144,131
Other revenues and support	2,863	416,769	-	-	-	-	3,603	423,235	71,582	50	494,867	464,711
Other income	-	-	-	-	-	-	-	-	767,380	-	767,380	420,500
Total revenues and support and other income	$ 5,012,780	$ 8,047,252	$ 1,155,494	$ 648,638	$ 837,737	$ 1,121,550	$ 4,871,066	$ 21,694,517	$ 875,201	$ 191,430	$ 22,761,148	$ 23,718,951

The accompanying notes are an integral part of these financial statements.

THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2024
(With Comparative Totals for Year Ended June 30, 2023)

	Children's and Adolescents' Services	Adult Services	Older Adult Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total	2023 Total
Total revenues and support and other income	$ 5,012,780	$ 8,047,252	$ 1,155,494	$ 648,638	$ 837,737	$ 1,121,550	$ 4,871,056	$ 21,694,517	$ 875,201	$ 191,430	$ 22,761,148	$ 23,718,951
Expenses												
Salaries and wages	2,165,557	4,125,708	524,425	317,565	625,712	1,384,227	2,302,697	11,445,891	4,038,831	92,831	15,577,553	14,731,743
Employee benefits	492,975	939,190	119,382	72,292	142,439	315,110	524,194	2,605,582	919,414	21,132	3,546,128	2,684,945
Payroll taxes	161,429	307,547	39,093	23,673	46,643	103,186	171,652	853,223	301,070	6,920	1,161,213	1,020,182
Professional services	3,983	22,463	1,851	34,066	34,346	40,644	51,196	188,551	458,771	64	647,386	994,819
Staff development and recognition	9,102	5,890	298	5,588	21,120	1,026	10,284	53,308	222,513	275	276,096	258,398
Utilities	-	4,068	-	-	-	-	-	4,068	169,697	-	173,765	198,095
Occupancy	151,407	231,110	33,843	18,998	24,537	32,849	147,194	639,938	25,634	5,607	671,179	469,423
Supplies and equipment	13,020	11,966	485	1,819	7,979	6,191	50,384	91,824	199,404	552	291,780	297,238
Software and technology	1,308	-	-	-	-	-	4,559	5,867	680,546	4,250	690,663	425,464
Travel and meals	51,911	125,253	28,142	17,761	9,347	575	20,352	253,341	12,956	187	266,484	217,843
Communications	9,409	27,300	4,050	4,736	1,495	1,377	33,089	81,456	331,394	16,006	428,856	472,435
Client support	15,184	197,226	581	-	9,495	-	4,184	226,670	2,000	506	229,176	182,753
Insurance	-	-	-	-	-	-	4,949	4,949	387,093	-	392,042	352,342
Dues and publications	5,401	-	-	-	-	1,080	176	6,656	54,661	-	61,317	73,843
Other	5	419,596	-	-	1,034	-	1,153	421,788	64,730	5,265	491,783	458,852
Depreciation	81,720	124,738	18,266	10,254	13,243	17,730	79,446	345,397	13,836	3,026	362,259	297,566
Total expenses	3,162,411	6,542,055	770,416	506,754	937,390	1,903,995	3,405,488	17,228,509	7,882,550	156,621	25,267,680	23,135,941
Income (loss) from operations before general and administrative allocation	1,850,369	1,505,197	385,078	141,884	(99,653)	(782,445)	1,465,578	4,466,008	(7,007,349)	34,809	(2,506,532)	583,010
General and administrative allocation	1,926,596	2,940,779	430,644	241,742	312,218	(782,452)	1,872,985	6,942,512	(7,003,339)	60,827	-	-
Change in net assets	$ (76,227)	$ (1,435,582)	$ (45,566)	$ (99,858)	$ (411,871)	$ 7	$ (407,407)	$ (2,476,504)	$ (4,010)	$ (26,018)	$ (2,506,532)	$ 583,010

The accompanying notes are an integral part of these financial statements.

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Cash Flows

Year Ended June 30, 2024
(With Comparative Totals for Year Ended June 30, 2023)

	2024	2023
Cash flows from operating activities		
Change in net assets	$ (2,506,532)	$ 583,010
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	362,259	297,566
Realized and unrealized gains on investments	(449,809)	(200,547)
Change in the ROU assets - operating, net of lease obligations - operating	4,482	609
Changes in operating assets and liabilities		
Accounts receivable	(140,541)	(30,758)
Grants receivable	(2,010,049)	9,646
Prepaid expenses	(59,850)	(50,524)
Accounts payable and accrued expenses	(444,128)	249,363
Accrued payroll and related activities	(44,739)	(1,073,919)
Accrued vacation	92,587	137,407
Estimated third-party liability	(617,292)	137,061
Deferred revenue	(109,736)	14,555
Net cash (used) provided by operating activities	(5,923,348)	73,469
Cash flows from investing activities		
Purchases of investments	(1,420,959)	(10,017,009)
Proceeds from the sale of investments	7,403,386	1,081,075
Purchase of property and equipment	(5,782,059)	(304,438)
Net cash provided (used) by investing activities	200,368	(9,240,372)
Cash flows from financing activities		
Net advances on the line of credit	750,000	-
Net decrease in cash and cash equivalents	(4,972,980)	(9,166,903)
Cash and cash equivalents, beginning of year	6,124,028	15,290,931
Cash and cash equivalents, end of year	$ 1,151,048	$ 6,124,028
Supplemental disclosures of noncash activities:		
Acquisition of property and equipment included in accounts payable and accrued expenses	$ -	$ 47,604
Disposal of property and equipment included in accounts payable and accrued expenses in the prior year	$ -	$ 65,370
ROU asset - operating acquired through a lease obligation	$ -	$ 619,165

The accompanying notes are an integral part of these financial statements.

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Organization

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Older Adult Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Newly Adopted Accounting Principle

Financial Accounting Standards Board (FASB) issued Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, which includes accounts receivable. The adoption of Topic 326 during the year ended June 30, 2024 did not have a material impact on the financial statements of the Organization as a significant portion of the payors to the Organization either have the full faith and backing of the U.S. government or are credit worthy with limited to no credit risk associated with them. Other than accounts receivable, there are no other financial assets that are measured at amortized cost.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. generally accepted accounting principles (U.S. GAAP), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

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All contributions are considered to be available for operational use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for specific purposes are reported as donor restricted support that increases that net asset class. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, donor restricted net assets are reclassified to net assets without donor restrictions and reported in the statement of activities and changes in net assets as net assets released from restrictions. The Organization records donor restricted contributions whose restrictions are met in the same reporting period as support without donor restrictions in the year of the gift.

The Organization reports contributions of land, buildings or equipment as support without donor restrictions, unless a donor places explicit restriction on their use. Contributions of cash or other assets that must be used to acquire long-lived assets are reported as donor restricted support and reclassified to net assets without donor restrictions when the assets are acquired and placed in service.

The financial statements include certain prior year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with U.S. GAAP. Accordingly, such information should be read in conjunction with the Organization's June 30, 2023 financial statements, from which the summarized information was derived.

Use of Estimates

The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments.

The Organization has cash deposits in major financial institutions which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

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Accounts and Grants Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances reduced by an allowance for uncollectible accounts. In evaluating the collectability of accounts receivable, the Organization monitors the amount of actual cash collected during each month against the Organization's outstanding accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies supportable future trends for each of its major payer sources of revenue to estimate the appropriate allowance for credit losses and provision for bad debts. Management, as well as the Finance Committee of the Organization, regularly reviews the aging and collection rate of major payer sources. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to the trade accounts receivable. Accounts receivable, net amounted to $1,356,320 as of July 1, 2022.

Leases

At the inception of an arrangement, the Organization determines if an arrangement is, or contains, a lease based on the unique facts and circumstances present in that arrangement. Lease classification, recognition and measurement are then determined as of the lease commencement date. For arrangements that contain a lease, the Organization (i) identifies lease and non-lease components, (ii) determines the consideration in the contract, (iii) determines whether the lease is an operating or finance lease, and (iv) recognizes the lease ROU asset and liability. Lease obligations and their corresponding ROU assets are recorded based on the present value of lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable, and as such, the Organization used the risk free rate based on the information available at the lease commencement date, a rate which represents one that would be incurred to borrow, on a collateralized basis, over a similar term, an amount equal to the lease payments in a similar economic environment.

Some leases include options to renew and/or terminate the lease, which can impact the lease term. The exercise of these options is at the Organization's discretion and the Organization does not include any of these options within the expected lease term where it is not reasonably certain that these options will be exercised.

Fixed, or in-substance fixed, lease payments on operating leases are recognized over the expected term of the lease on a straight-line basis. Variable lease expenses that are not considered fixed, or in-substance fixed, are recognized as incurred. Fixed and variable lease expense on operating leases is recognized within other operating expenditures in the statement of functional revenues and expenses. The Organization has elected the short-term lease exemption and, therefore, does not recognize a ROU asset or corresponding lease liability for lease arrangements with an original term of 12 months or less.

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Investments

Investments in marketable securities and debt instruments with readily determined market values are carried at fair value. Fair values are based on quoted market prices, if available, or estimated using quoted market prices for similar securities.

Dividends, interest, and net realized and unrealized gains (losses) arising from investments are reported as follows:

- Increases (decreases) in net assets with donor restrictions if the terms of the gift require that they be maintained with the corpus of a donor restricted endowment fund;
- Increases (decreases) in net assets with donor restrictions if the terms of the gift or state law imposes restrictions on the use of the allocated investment income (loss); and
- Increases (decreases) in net assets without donor restrictions in all other cases.

During 2023, the Organization initiated a short-term investment strategy by transferring balances from cash and cash equivalents to a short-term investment portfolio in response to an improving rate environment and the opportunity to earn additional interest on excess cash.

Short-term investments are reported at fair value using quoted prices (unadjusted) for identical assets in active markets that the Organization has the ability to access as of year-end. The investments consist primarily of U.S. Treasury bills with maturities of greater than 90 days and less than 12 months from the date of purchase.

Property and Equipment

Property and equipment are carried at cost, if purchased, or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The Organization's policy is to capitalize assets greater than $5,000, while minor maintenance and repairs are charged to expense as incurred. Depreciation is recorded using the straight-line method over the following estimated lives as follows:

Furniture and equipment	3-10 years
Buildings and improvements	15-50 years
Computer equipment and software	3-10 years
Vehicles	5 years

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Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2023, the Managed Care Organizations (MCO's) authorized the Organization to use 50% of any unmet minimum threshold levels for the period from July 1, 2022 to December 31, 2022 and 30% of any unmet minimum thresholds for the period from January 1, 2023 to June 30, 2023 to be used to invest for workforce improvements. During 2024, the MCO's authorized the Organization to use 50% of any unmet minimum threshold levels to be used to invest for workforce improvements.

Revenue Recognition

Program service fees, net revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements, the Organization provides services to clients for an agreed-upon fee. The Organization recognizes revenue for client services in accordance with the provisions of FASB Accounting Standards Codification (ASC) Topic 606, *Revenue from Contracts with Customers.*

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

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Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Functional Allocation of Expenses

The costs of providing various programs and other activities have been summarized on a functional basis in the statements of functional revenues and expenses. Accordingly, certain costs have been allocated among the programs and supporting services benefited. General and administrative costs were allocated based on a percentage of relative revenue by program. Program expenses are allocated based on client count.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. There was no unrelated business income tax incurred by the Organization for the years ended June 30, 2024 and 2023. Management has evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income and has taken no uncertain tax positions that require adjustment to, or disclosure within, the accompanying financial statements.

Subsequent Events

For purposes of the preparation of these financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through December 2, 2024, which is the date that the financial statements were available to be issued.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents, investments and a line of credit.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a board approved budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the statement of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the statement of financial position date to meet general expenditures as of June 30:

	2024	2023
Cash and cash equivalents available for operations	$ **573,883**	$ 5,438,388
Accounts receivable, net	**547,537**	406,996
Grants receivable, net	**2,980,485**	970,436
Short-term investments	**3,232,039**	9,084,186
Financial assets available to meet general expenditures within one year	$ **7,333,944**	$ 15,900,006

Cash and cash equivalents in the statement of financial position includes amounts that are part of the endowment and Board-designated funds reserved for future capital expenditures, and thus are excluded from the above table.

The Organization's Board of Directors has designated a portion of its resources without donor restrictions to act as endowment funds. These funds are invested for long-term appreciation and current income but remain available and may be spent at the discretion of the Board of Directors.

The Organization has an available line of credit of $1,000,000 which had $750,000 drawn on it at June 30, 2024. See Note 7.

3. Program Service Fees and Concentrations of Credit Risk

For the years ended June 30, 2024 and 2023, approximately 79% and 77%, respectively, of the revenues and support of the Organization was derived from MCO contracts. As of June 30, 2024 and 2023, gross accounts receivable due from government grants was approximately 74% and 61%, respectively.

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4. Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the exchange price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value.

The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability. The Organization did not have any Level 3 assets as of June 30, 2024 and 2023, respectively.

The following table sets forth by level, within the fair value hierarchy, the Organization's assets measured at fair value on a recurring basis as of June 30:

2024	Level 1	Level 2	Total
Common stock	$ 924,080	$ -	$ 924,080
Equity mutual funds	285,240	-	285,240
U.S. Treasury bonds	4,131,372	-	4,131,372
Corporate bonds	-	253,897	253,897
	$ 5,340,692	$ 253,897	$ 5,594,589

2023	Level 1	Level 2	Total
Common stock	$ 810,093	$ -	$ 810,093
Equity mutual funds	244,966	-	244,966
U.S. Treasury bonds	9,837,632	-	9,837,632
Corporate bonds	-	234,516	234,516
	$10,892,691	$ 234,516	$11,127,207

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The fair value for Level 2 assets is primarily based on market prices of comparable or underlying securities, interest rates, and credit risk, using the market approach for the Organization's investments.

5. Property and Equipment

Property and equipment consists of the following:

	2024	2023
Land, buildings and improvements	$ 11,205,313	$ 6,026,105
Furniture and equipment	584,720	489,357
Computer equipment	559,278	498,683
Software	713,587	713,587
Vehicles	79,121	79,121
Construction in process	429,634	30,345
	13,571,653	7,837,198
Less accumulated depreciation	(5,027,505)	(4,665,246)
Property and equipment, net	$ 8,544,148	$ 3,171,952

6. Endowment

The Organization's endowment primarily consists of funds established for certain programs provided by the Organization. Its endowment includes both donor-restricted endowment funds and funds designated by the Board of Directors to function as endowments. As required by U.S. GAAP, net assets associated with endowment funds, including funds designated by the Board of Directors to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Docusign Envelope ID: A927B928-28DC-4457-98AB-DC508BFC88EA

Interpretation of Relevant Law

The Organization has interpreted the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) as allowing the Organization to spend or accumulate the amount of an endowment fund that the Organization determines is prudent for the uses, benefits, purposes and duration for which the endowment fund is established, subject to the intent of the donor as expressed in the gift agreement. As a result of this interpretation, the Organization has included in net assets with perpetual donor restrictions (1) the original value of gifts donated to be maintained in perpetuity, (2) the original value of subsequent gifts to be maintained in perpetuity, and (3) the accumulation to the gifts to be maintained in perpetuity made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. If the donor-restricted endowment assets earn investment returns beyond the amount necessary to maintain the endowment assets' contributed value, that excess is included in net assets with donor restrictions until appropriated by the Board of Directors and, if applicable, expended in accordance with the donors' restrictions. The Organization has interpreted the Act to permit spending from funds with deficiencies in accordance with the prudent measures required under the Act. Funds designated by the Board of Directors to function as endowments are classified as net assets without donor restrictions.

In accordance with the Act, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

(1) The duration and preservation of the fund;
(2) The purposes of the Organization and the donor-restricted endowment fund;
(3) General economic conditions;
(4) The possible effect of inflation and deflation;
(5) The expected total return from income and the appreciation of investments;
(6) Other resources of the Organization; and
(7) The investment policies of the Organization.

Spending Policy

The Organization has a total return spending rate policy which limits the amount of investment income used to support current operations. The long-term target is to limit the use of the endowment to 4% of the moving average of the market value of the investments over the previous 12 quarters ending June 30 of the prior fiscal year. There were no appropriations during 2024 or 2023.

Docusign Envelope ID: A927B928-28DC-4457-98AB-DC508BFC88EA

Return Objectives and Risk Parameters

The Organization has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or the Act requires the Organization to retain as a fund of perpetual duration. Deficiencies result from unfavorable market fluctuations that occurred shortly after the investment of new contributions with donor-imposed restrictions to be maintained in perpetuity and continued appropriation for certain programs that was deemed prudent by the Board of Directors. The Organization has a policy that permits spending from underwater endowment funds, unless specifically prohibited by the donor or relevant laws and regulations. Any deficiencies are reported in net assets with donor-imposed restrictions. There were no deficiencies of this nature as of June 30, 2024 and 2023.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2024 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 351,747	$ 351,747
Board-designated endowment funds	2,587,969	-	2,587,969
	$ 2,587,969	$ 351,747	$ 2,939,716

The changes in endowment net assets for the year ended June 30, 2024 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2023	$ 2,402,168	$ 326,494	$ 2,728,662
Investment return, net of fees	185,801	25,253	211,054
Endowment net assets, June 30, 2024	$ 2,587,969	$ 351,747	$ 2,939,716

The endowment net asset composition by type of fund as of June 30, 2023 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 326,494	$ 326,494
Board-designated endowment funds	2,402,168	-	2,402,168
	$ 2,402,168	$ 326,494	$ 2,728,662

The changes in endowment net assets for the year ended June 30, 2023 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2022	$ 2,302,975	$ 313,012	$ 2,615,987
Investment return, net of fees	99,193	13,482	112,675
Endowment net assets, June 30, 2023	$ 2,402,168	$ 326,494	$ 2,728,662

7. Line of Credit

The Organization maintains a $1,000,000 revolving line of credit with TD Bank, collateralized by a mortgage on real property and substantially all business assets, carrying a variable interest rate of TD base rate (8.50% at June 30, 2024). Interest is payable monthly. The line of credit had a $750,000 outstanding balance at June 30, 2024 and no outstanding balance at June 30, 2023. The line of credit was renewed in April 2023 with a maturity date of March 31, 2025.

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8. ROU Assets and Lease Obligations

The Organization leases space in Nashua, New Hampshire under the terms of two operating lease agreements. One lease is set to expire December 31, 2024 and calls for monthly payments of $7,013. The other lease is set to expire on May 15, 2026; however, management believes it is reasonably certain to exercise the renewal option which extends the lease to May 15, 2028. This lease calls for monthly payments ranging from $10,950 to $11,845 through the end of the lease term. The Organization is responsible for Common Area Maintenance (CAM) charges for both leases which are excluded from the monthly payments above. For the years ended June 30, 2024 and 2023, the weighted average remaining lease term is 3.62 years and 4.62 years, respectively. For the years ended June 30, 2024 and 2023, the weighted average discount rate is 3.83% and 3.85%, respectively. Total operating lease costs for the years ended June 30 2024 and 2023 was $223,419 and $86,608, respectively. Cash paid for operating leases was $213,645 and $91,290 for the years ended June 30, 2024 and 2023, respectively.

The future maturities of the lease obligations - operating is as follows:

2025	$ 178,731
2026	142,139
2027	142,139
2028	130,295
	593,304
Less imputed interest	(39,776)
Lease obligations - operating	$ 553,528

9. Tax Deferred Annuity Plan

The Organization maintains a 403(b) employer-sponsored retirement plan. Employees are eligible to participate as of the date of hire. The Organization has a matching contribution to 100% of employee deferrals up to 5% of eligible compensation. In order to be eligible for the match, an employee must work or earn a year of service, which is defined as at least 1,000 hours during the 12-month period immediately following date of hire. In addition, the Organization may elect to provide a discretionary contribution. There was no discretionary contribution made for the years ended June 30, 2024 and 2023. Expenses associated with this plan were $423,985 and $262,074 for the years ended June 30, 2024 and 2023, respectively.

Docusign Envelope ID: A927B928-28DC-4457-98AB-DC508BFC88EA

GNMH Greater Nashua Mental Health

The Community Council of Nashua, N.H. dba Greater Nashua Mental Health

Board of Directors 2025

Chair **James Jordan**

Vice Chair **Diane Vienneau**

Secretary **Michelle Gardner**

Treasurer **Gerard Hadley**

Members In Alphabetical Order

Robert S. Amrein, Esquire

Pamela Burns, Emeritus

James S. Fasoli

Michelle Gardner

Gerard Hadley

James Jordan

Sunil Khadka

Lieutenant Charles MacGregor

Catherine McNamara

Beth O'Brien

Elizabeth Sheehan

Kristen Sheppard, MSW

Diana Walsworth

Brian Winslow

Diane Vienneau

Cynthia L. Whitaker, PsyD, MLADC

Work Experience:

Greater Nashua Mental Health — *Nashua, NH*

President & CEO — **11/2020-present**
Interim President & CEO — **7/2020-11/2020**
Chief of Services — **12/2015-7/2020**
Director of Outpatient Services, Clinical Supervisor for Southern Hillsborough County Drug Court, and Director of Student Training — **8/2010-11/2015**
Coordinator of Deaf Services for the State of New Hampshire — **10/2006-7/2010**

Increasing scope of responsibility for the leadership, development, and evaluation of the mental health center's services throughout time at agency. Joined GNMH to lead a clinical team in the provision of mental health services to individuals who are deaf. Position included program administration, supervision of staff, consultation to other providers across the state of New Hampshire, and community education and outreach. Program size, reputation, and profitability significantly improved under leadership.

As Director of Outpatient Services, responsible for clinical and administrative operations of adult outpatient program, including outpatient therapy and a full array of substance use disorder services. Developed collaborative program at Dartmouth-Hitchcock Clinic to provide Integrated Primary Care and restarted agency's psychological testing program. Also responsible for overseeing agency wide student training program for Masters and Doctoral level students including facilitating student supervision group and agency wide trainings.

As Chief of Services, accountable for the establishment of clinical policies, standards, and practices of client care and ensuring that treatment services are researched and evidenced based, comply with best practices, and demonstrate positive outcomes. Worked collaboratively with other team members in providing a united, visible, and strong leadership presence across the organization to help focus and prioritize efforts and operationalize the financial aspect of the organization's mission and strategic plan.

As the President and CEO provide overall leadership and vision for GNMH. Working closely with the Board of Directors to plan, organize, and execute the agency's fiscal function and performance. Responsible for negotiating contractual relationships with NH DHHS and other major funders, making high-level decisions pertaining to policy and strategy, overseeing fiscal activities of the organization, and monitoring the outcomes of the operations. Strong community presence to improve collaborative relationships with other organizations and support anti-stigma efforts.

Riverbend Community Mental Health — *Henniker, NH*

Child and Family Therapist — **8/2005-10/2006**

Worked with a multidisciplinary team to provide mental health services to children and their families. Position included provision of individual therapy, family therapy, case management, and advocacy. Coordination with other providers and schools was also included in the position.

Moore Center Services *Manchester, NH*
MIMS Worker/Supervisor **12/2002-6/2005**
Working in collaboration with the Mental Health Center of Greater Manchester, provided Mental Illness Management Services (MIMS) to children and adults diagnosed with both a mental illness and a developmental disability. Responsibilities included supervising part-time staff, managing staff schedules, fiscal responsibility, and other administrative duties, as well as direct support of consumers.

College Level Teaching Experience:

Antioch New England University *Keene, NH*
Adjunct Faculty **5/2021-present**
1/2010 -7/2015
Currently responsible for teaching Community Psychology and Public Policy & Advocacy courses to doctoral students in the Clinical Psychology department. Previously taught Psychological Development, Professional Seminar, and an Advanced Seminar in Mindfulness in Psychotherapy. Also, a dissertation committee member for multiple students.

Rivier University *Nashua, NH*
Adjunct Faculty **5/2015-7/2020**
Responsible for teaching Community Consultation class for School and Counseling Psychology doctoral students.

Other Leadership/Board Experience:

New Hampshire Psychological Association

Secretary of Board of Directors	2024-present
Human Resources Committee Chair	2023-2024
Past-President of Board of Directors	2020-2022
President of Board of Directors	2019-2020
President-Elect of Board of Directors	2018-2019
Member at Large of Board of Directors	2017-2018, 2022-2023
Member of Ethics Committee	2014-present

Southern New Hampshire Rescue Mission

Secretary of Board of Directors	2023-present
Member of Board of Directors	2016-2023

Open Sky

Secretary of Board of Directors	2024-present
Member of Board of Directors	2023

Unchartered Tutoring

Treasurer of Board of Directors	2024-present

Integrated Delivery Network Region 3
NH Delivery System Reform Incentive Payment (DSRIP) Project

Chair, Clinical Governance Committee	2016-2021
Representative, Executive Committee	2016-2021

New Hampshire State Division of Vocational Rehabilitation

Member of State Rehabilitation Council	2007-2010
Member of Advisory Committee for Deaf and Hard of Hearing Program	2005-2010

New Hampshire Registry of Interpreters for the Deaf

Member at Large of Executive Board	2004-2005
Student Representative to Executive Board	2002-2004

Clinical Licenses:

NH Licensed Psychologist #1155
NH Master Licensed Alcohol & Drug Counselor #0923

Education:

Antioch University New England — *Keene, NH*
PsyD in Clinical Psychology

University of Massachusetts Medical School — *Worcester, MA*
Center for Integrated Primary Care
Certificate in Primary Care Behavioral Health

University of New Hampshire at Manchester — *Manchester, NH*
Certificate in Sign Language Interpretation

Rhode Island College — *Providence, RI*
BA in Psychology and Communication Sciences

Professional Affiliations:

American Psychological Association (APA)
New Hampshire Psychological Association (NHPA)
Society of Psychologists in Leadership (SPL)
The xchange Approach, Certified Facilitator

Maureen Ryan

Qualifications Summary:

- Mission driven, results oriented senior executive with a strong track record of achieving goal oriented, cost effective quality outcomes
- Extensive progressive leadership experience in both the private and public sector
- Successful experience in project management, program design and implementation, strategic planning, financial management, and contract management in both the public and private sector
- Excellent written and verbal communication skills and experienced in public speaking, delivering presentations and successful facilitation of diverse groups

Professional Experience

Greater Nashua Mental Health
Chief Operating Officer **9/21- present**

- Responsible for administrative oversight of operations throughout GNMH's program and facilities.
- Responsible for all administrative aspects within service programs including program planning, developing revenue streams, budget development and management, and resource deployment.
- Direct supervision of Clinical Directors, Director of Facilities, Director of Development, Director of Client Access and Senior Director of Strategic Initiatives.
- Ensures workflow and resources agency wide meet agency operational needs and leads improvement efforts to better meet agency mission.

Director of Quality and Corporate Compliance **6/17-9/21**

- Member of the senior leadership team reporting to the CEO, responsible for carrying out strategic and operational goals and objectives.
- Oversight of the Agency's Quality/Compliance, Medical Records, and Training Departments.
- Direct the preparation and facilitation of external reviews and audits by the agency's regulatory agents and payers.
- Direct, monitor and reports results of performance improvement activities including compliance efforts of the agency and provide guidance to staff on these matters
- In coordination with the President and CEO, provide information related to Quality Assurance and Compliance activities to the GNMH QA Board Committee.
- Conduct internal audits and responds to issues or concerns regarding rules, regulations, policies and procedures and evaluates or recommends corrective procedures.
- Ensures agency compliance with state and federal laws, regulations, and contracts with private and public payers.

New Hampshire Department of Health and Human Services **12/05 – 6/17**

Senior Director, Office of Human Services **6/16-6/17**

- Responsible for management of the Office of Human Services (OHS) providing strategic leadership, direction, and administrative oversight to the following business units within the OHS: Division of Family Assistance (DFA); Division of Children, Youth, & Families (DCYF); Division of Child Support Services (DCSS); Bureau of Elderly & Adult Services (BEAS); Bureau of Homeless & Housing Services (BHHS); Community Based Military Programs; and the Office of Health Equity.
- Together with the DHHS Commissioner worked with the Governor's office on critical issues, state initiatives and projects providing background and recommendations.
- Represented DHHS at legislative budget hearings providing background and recommendations regarding the state's biennium budget.
- Represented DHHS on various legislative committees and councils.
- Provided direct supervision to 7 executive level Division Directors and Bureau Chiefs.

- Oversaw the administration and implementation of programs to ensure compliance with state and federal laws, regulations, and policies; programmatic efficiency and effectiveness; financial integrity and sustainability; and effective personnel and resource allocation.
- Worked collaboratively with DHHS executive leadership to drive the strategic goals and implement within DHHS.
- Oversight and approval of all DHHS human service contracts.
- Proactively identified critical issues, actions, or decision-points impacting program administration and service delivery, such as policy change, legislative mandate, or resource need and engaged staff to fully assess the issues and impacts, develop a well-supported strategic plan or response, and communicate and implement decisions timely.
- Actively mentored and engaged OHS division directors and executive management in supporting high quality, effective management practices by supporting skill development in motivating and leading staff, managing change, strategic planning, developing innovative solutions, effective program implementation, data-driven evaluation, and modeling and supporting a professional, accountable workforce.

Administrator, Bureau of Homeless and Housing Services **8/07 – 6/16**

- Directed all bureau activities including contract monitoring, technical assistance, strategic planning, training, and regional problem-solving activities.
- Directed the coordination and administration of federal and state funding of statewide homeless service contracts.
- Coordinated planning and implementation in the development of community services and statewide new initiatives.
- Served as NH DHHS representative relative to state homeless service and housing programs, to local, state, and federal agencies, the state legislature, and the Governor's staff.
- Served on various legislative committees and represented DHHS at state budget hearings.
- Provided direct supervision to a team of 9 bureau staff which included administrative support, contract managers, IT Data managers, and the Finance Manager.

Administrator, Bureau of Improvement and Integrity **3/06 – 8/07**

- Responsible for the overall management of the Continuous Improvement unit of the Bureau of Improvement and Integrity.
- Directed all aspects of DHHS wide program Quality Assurance reviews including routine program evaluations, special investigations, work process analysis, and root cause analysis of specific programmatic issues.
- Developed and directed projects related to Quality Improvement including facilitating interagency collaboration, system changes involving multiple divisions, organizational development issues and team building.

Program Planning and Review Specialist, Bureau of Improvement and Integrity **12/05 – 3/06**

- Overall management and administration of a Centers for Medicare and Medicaid Services (CMS) Real Choice Systems Change Grant
- Coordinated the start up of the DHHS implementation of a comprehensive Quality Improvement effort.
- Established and facilitated an ongoing, statewide stakeholder Quality Council, the goal of which is to improve communication between the state and community health service providers and elicit feedback on quality improvement initiatives.

Consultant/Independent Contractor **2009-2014**

NH region for Anthem EAP and Work Place Options, Raleigh, North Carolina

- Facilitated workshops and professional development seminars on various topics including employee relations, management, leadership development, and work life balance.

Employee Assistance Consultant, Resource Management Consultants **8/05 – 11/05**

One Pillsbury St., Suite 300, Concord, NH 03301

- Provided telephone consultation, risk assessment, therapeutic intervention and facilitated referrals to various resources for individuals needing assistance with work/life issues.

Director of Outreach, HEARTH **9/01-8/05**
1640 Washington St., Boston, MA 02118

- Directed and supervised Outreach Department program staff in the coordination community-based services including case management, housing search, and housing stabilization services.
- Developed and managed the agency's representative payee program, ensuring compliance with federal regulations and ensuring quality of service in managing clients' finances.
- Developed and maintained collaborative relationships within the community including local businesses, healthcare providers, local and state government entities, and human service agencies.
- Provided weekly clinical and administrative supervision to case managers, representative payee staff, and program interns.
- Developed and coordinated the agency's Critical Incident Debriefing Team.

Program Director, The Lynn Emergency Shelter **12/00- 8/01**
Lynn Shelter Association, 100 Willow St., Lynn, MA 01901

- Responsible for the overall management of a homeless shelter, serving up to 80 homeless adults nightly, ensuring quality and consistency of service delivery
- Managed the shelter's operating budget and performed analysis/strategic planning
- Developed and implemented a structured day program, the goal of which was to offer tools to expand skills and enhance the capabilities of shelter guests
- Developed and implemented a comprehensive case management program and provided training and clinical supervision to case managers

Program Coordinator, Common Ground Women's Transitional Housing Program **2/97 – 12/00**
Shelter Inc., 109 School St., Cambridge, MA 02139

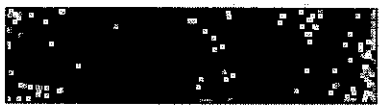
- Responsible for the overall management of a HUD funded transitional housing program, and providing counseling and case management to program residents.
- Developed and facilitated various workshops and groups for program residents.
- Developed and facilitated a training programs for shelter staff and interns.

Education

Lesley University, Cambridge, MA — Master of Arts in Psychology

St. Bonaventure University, New York — Bachelor of Arts
Major: Psychology Minor: Communications

Pamela Wilson



Non-Profit CFO/Director of Finance

About

Extensively experienced, results oriented professional with a demonstrated track record of leadership, integrity, and excellence in non-profit and financial services accounting.

- Possesses strong analytical, research and problem-solving skills.
- Highly skilled in policy and procedure development and revision.
- Able to prioritize and be resourceful in the completion of projects.
- Experienced executive dedicated to collaboration, staff development, and conflict resolution.
- Regulatory compliance, audit, and exam management expert.
- Expert skills in non-profit accounting, operations, and administration.
- Exceptional interpersonal, written, and verbal communication skills.

Work Experience

Director of Finance

Monarch School of New England-Rochester, NH
April 2019 to Present

- Managed all financial reporting, investment, audit, and regulatory functions of a $10 million private nonprofit school for children with developmental disabilities, children who are medically fragile, and children with significant behavioral issues.
- Reported monthly to the Board of Directors and met quarterly with the Finance Committee of the Board.
- Ensured the school's financial security during the pandemic by seeking out and obtaining PPP funding, grants, and loans.
- Participated in the development and implementation of the school's first strategic plan.

Director of Finance/CFO

Great Bay Services Inc.-Dover, NH
March 2011 to March 2019

- Managed all financial reporting, investment, human resources, and regulatory functions of a 60-year-old $3 million 501(C) 3 that provides community integration, residential services, and employment support to adults with developmental and intellectual disabilities.
- Managed contractual relationships with HUD, New Hampshire Area Agencies, New Hampshire Housing Finance, Medicaid, Maine Care, and Maine and New Hampshire Vocational Rehabilitation Services to ensure proper reimbursement for services provided to clients.
- Reported to the Finance Committee and Board of Trustees.
- Administered Payright payroll for 90 staff members and managed all Human Resources responsibilities within the organization.
- Managed the agency's charitable gaming activities, reporting to the New Hampshire Charitable Racing and Gaming Commission.
- Managed a fleet of 20 vehicles (owned and leased), providing transportation to 80 clients daily.
- Supervised the facilities maintenance for four residential properties (12-bed group homes), the community center campus, and the administrative headquarters.
- Certified by HUD as AHM (Assisted Housing Manager) to provide support to the administration of HUD Section 8, Section 202 properties.
- Supervised all external audits and inspections by the New Hampshire Department of Labor, HUD, New Hampshire Health and Human Services, OSHA, and the New Hampshire Racing and Charitable Gaming Commission.
- Developed and administered the operating budget, capital budget, and residential HUD budgets; negotiated contract and vendor relationships; and supervised three direct reports.
- Made significant improvements in the accounting practices, internal controls, and audit results of the agency. Supervised the relocation of the agency from their home of 50 years in Newington, NH, to a new location in Dover, NH.

VP Finance/CFO

Members First Credit Union-Manchester, NH
January 2010 to December 2011

- Managed all financial reporting, investment, collections, human resources, and regulatory functions of a $130 million dollar 501 (C) 1 financial institution.
- Improved the composite CAMEL rating from unsatisfactory to satisfactory in one year, after eight years of unsatisfactory ratings. Revised all internal policies, updated all accounting functions, and implemented a
- new 401K plan. Increased revenue and decreased costs resulting in a $750,000 increase in net income.
- Managed Trivantus Payroll system and supervised payroll for 60 employees.
- Responsible for all payroll tax deposits, reporting, and compliance. Developed and implemented payroll timekeeping systems. Authored and administered human resources policies and procedures.
- Chaired the Pricing Committee and the ALCO Committee. Built and managed ALM using Profitstar. Reduced the cost of funds from 2.1% to .79% in one year while maintaining share balances.
- Managed seven professional staff members in accounting, payroll, and collections.
- Insured adherence to the applicable provisions of Sarbanes-Oxley and the implementation of the DoddFrank legislation.
- Developed and implemented the disaster recovery program.

Asset Liability Management Consultant

Farin & Associates-Fitchburg, WI
August 2005 to December 2009

- Built and maintained asset liability management models (ALM) for a variety of banks, thrifts, and credit unions. Prepared ALCO reports and participated in periodic client ALCO meetings via Webex.
- Developed validation and back testing methodology for client models, creating a new source of revenue. Performed assessment and certification of client-maintained models as well as providing support to users of the Farin Foresight and SAM ALM models.
- Featured as a speaker three times at Farin Annual User's Conferences, teaching model validation and back testing.

Manager of Accounting and Finance

Service Credit Union-Portsmouth, NH

Education

MBA in Finance - Southern NH University - Manchester, NH
BS in Business Administration/Accounting - Southern NH University - Manchester, NH
Certified Nonprofit Accounting Professional (CNAP)
AS in Accounting - Southern NH University - Manchester, NH

Skills

- Financial Analysis, Forecasting & Reporting
- GAAP
- Section 8
- Journal Entries
- Financial Modeling
- Accounting
- Reconciliations
- General Ledger Reconciliation
- Budgeting
- Internal Audits
- General Ledgers
- Business Continuity Planning
- Acquisitions
- Profit & Loss
- Accounts Payable & Receivable

Scott A. Wellman, M.Ed.

PROFESSIONAL SUMMARY

- Clinical Program Development, Management, and Operations
- Integrated Team Management, Recruitment, and Training
- Efficacy Research Manager
- Statistical and Comparative Analysis
- Community Relations and Resource Development
- State Compliance and Fidelity Management

Industries: Health insurance (Medicaid), Community Mental Health, Inpatient Mental Health

NEW HAMPSHIRE HEALTHY FAMLIES (08/15-Present)

Develop individual support programs addressing the needs of homeless and at risk health plan members and families. Assessment of the impact of Social Determinants of Health on target population; develop resolutions to individual needs and issues. Coordinate clinical and community resources for integrated care programs.

GREATER NASHUA MENTAL HEALTH CENTER at COMMUNITY COUNCIL (2008-2015)

Team Leader/Director, Assertive Community Treatment Program (ACT)
Developed, implemented, and managed ACT Team to include clinicians, nurse, supported employment specialist, and functional support staff.
Provided direct client care working with medical staff to address and coordinate treatment plan for the needs of those with severe and persistent mental illness.

PSYCHIATRIC INSTITUTE at CATHOLIC MEDICAL CENTER (1994-2008)

Behavioral Health Educator/Recreation Therapist
Inpatient and Partial Hospitalization programs
Developed and implemented educational programs for adult psychiatric patients including: cognitive behavioral therapy, coping skills, relaxation therapy, and anger management. Lead weekly family education and support group. Coordinate and lead multi-disciplinary treatment team meetings.

CERTIFIED RECREATION THERAPIST
Metropolitan Detroit Michigan Area

1/91-3/94	Heritage Hospital, Taylor MI. Inpatient adult psychiatric care
5/90-3/94	Burton Ranch Group Home, Novi, MI (independent contract) Group home for individuals with Traumatic Brain Injury.
1/87-12/90	Outer Drive Hospital, Lincoln Park MI, Developed and implemented recreational therapy program for new Inpatient adult psychiatric care unit.
8/86-12/86	Westland Medical Center, Westland MI, Developed and implemented recreational therapy program for new Inpatient adult psychiatric care unit.

Education

Master of Education, M.Ed., Health and Wellness Management
Plymouth State University, Plymouth New Hampshire. May 2000

Bachelor of Science, BS, Recreation Administration/Therapeutic Recreation
Kansas State University, Manhattan, Kansas, May 1984

Board Affiliations:

11/15-present	Member, Board of Trustees Family Promise of Southern New Hampshire. Chairman Missions Committee
6/14-present	Board member, HEARTS Peer Support Center, Nashua, NH

HAYLEY SILVA
[redacted]

PROFESSIONAL SUMMARY

Experienced Support professional with seven years serving elderly and varying age ranges of clients that require assistance to manage their daily lives. This support included; advocating on their behalf when necessary to ensure expeditious, efficient, and effective access to care was made available to clients. Also, thoroughly trained in working with a variety of clients with psychological, cognitive, and physical disabilities. Adept in providing clients who often require emotional support by communicating their needs. Methods include; but are not limited to; aiding Alzheimer's clients establish routines, maintain medication schedules, provide excursions to aid in long term memory retrieval, contacting providers and insurance agencies on the client's behalf, and a myriad of other tasks associated with caring for people enduring conditions such as Alzheimer's, Dementia, Parkinson's, and other ailments.

SKILLS PROFILE

- Proven record of utilizing initiative, connecting clients with agencies, empowering them to initiate positive changes in their own lives.
- Well versed in confidentially policies, procedures, and practices.
- Upholds, as a personal responsibility, standards to attendance, and punctuality necessary for maintaining professionalism while working with a client base consisting of varying personalities and diverse cultures.
- Positively accepts direction from leadership and constructive criticism to develop personally and professionally.
- Proven ability to facilitate social interaction between clients in a positive and respectful way.
- Demonstrated adaptability when working with clients of varying personalities and assist with their diverse needs and personal goals.

EMPLOYMENT HISTORY

Employment Case Manager/Administration, Harbor Homes

3/1/2016 — Present

Nashua, NH

- Scheduled initial intake meeting with new clients at a variety of locations, including homeless shelters, transitional housing locations, and at client's homes.
- Supported Veterans in the completion of HVRP's comprehensive intake packet, documenting problems and barriers to employment they may be experiencing, such as medical/mental health issues, substance abuse, criminal record history, chronic homelessness.
- Continued and precise documentation of updated information provided by Veterans in the program using all available modes of communications, scheduled appointments, telephone conversations, regular mail, and email.
- Assisted in the collection of 3rd party verification and the compilation of relevant data for the Program manager to fulfill the extensive quarterly reporting requirements of the Department of Labor (DOL) grant ensuring the continuance of the HVRP.
- Regularly attended Multi-Disciplinary case management meetings with HVRP case managers, GPD housing case managers, VA Liaison staff, HVRP Grantees, NHES, VETS Inc., and Easter SEALS, to discuss client's needs, employment status, and concerns that needed addressing.
- Utilizing The Client Track Program, I updated, entered/exited, or both, over 350 HVRP clients during my first four months of working for the program.
- Provided 120 hours of Supervision for a psychology Intern enrolled at Nashua Community College.
- Provided Admin support to all HVRP staff members providing client information updates. Provided direction on data needs and collection. Generated and provided updated documentation tools to support necessary changes.
- Implemented specific rules, and guidelines for the entering, tracking, and maintenance of multiple HVRP Workbooks, and correct and orderly filing of all client's physical and digital files.
- Attended Mental Health summits, which included training specific to our client population. Also, attended numerous webinars, and completed necessary Skillsoft modules.

Care Coordinator, Right at Home

3/1/2016 — Present

Londonderry, NH

- Assisted with initial engagements between regular clients with their new care providers. This allowed for care providers and clients to determine compatibility and assess their diverse cultural, religious, and personal backgrounds. Identify any behavioral or language barriers and begin mutual communication and cooperation with each other.
- Assisted clients by exercising initiative when researching methods to mitigate medications costs, as well as exploring other possibilities to assist clients, often living on finite budgets.
- Supported clients in many aspects of their daily regimen. Including designing and creating templates for simple, yet easily understandable, phone call lists for clients with memory or anxiety difficulties to utilize. Also, implemented a Labeling system for food items in storage, allowing for clients and follow-on providers to be cognizant of upcoming expiration dates.

- Accurately identified client needs by asking appropriate questions, through in-depth conversation, which led to the understanding of the client's specific needs, supports, and other frameworks relevant to client success.
- Ensured accurate documentation while maintaining the confidential integrity of client care plans. Including the fluctuating physical, cognitive, and emotional records of the client and their medication lists.
- Documented objectively the client's personal and private information essential for the client's continuum of care, allowing for parties involved in the client's care team to access concise and thorough information.
- Advocated for clients, when authorized, to contact medical professionals, insurance companies, and other appropriate agencies, in lieu of the client's ability to accomplish the goal themselves.
- Effectively communicated with peers and supervisors, regularly updating appropriate personnel on evident changes to the clients physical, emotional, or cognitive behavior, immediately by phone or in person, as well as documenting changes in all mandatory client records.

Care Coordinator, Gateways, For Seniors Service **11/1/2014 — 3/1/2016**

Hudson, NH

- Supported client needs in their home, allowing them to some semblance of independence while having professional support.
- Prepared meals and drinks for clients ensuring their nutritional plan is adhered to according to their diagnosis.
- Assisted in maintaining the client's household, supporting a safe and healthy environment for the client.
- Assisted with personal hygiene tasks when the client became incapable of doing so, maintaining a professional attitude, respecting their dignity as much as possible.
- Prepared drinks with Thick-It for clients with swallowing difficulties.
- Transported clients to necessary medical appointments. Also, assisted clients in running errands, prescription pick-ups, food shopping, etc...

Activity Aide, Gateways, Adult Day Service Program **10/1/2011 — 8/1/2015**

Hudson, NH

- Supported client needs, physically, emotionally, and cognitively allowing the clients to be engaged and active in the program.
- Engaged clients in varying activities, table games, seasonal crafts, exercise, including music and movement activities. Resulting in a positive and meaningful experience for the clients.
- Researched and prepared special interest programs, which included interactive games and informational activities for clients to enjoy.
- Vigilant of client safety by and monitoring changes mood, behavior, and other cognitive signs on a daily basis.
- Prepared and served meals, while motoring specific client's dietary needs and restrictions.
- Facilitated social interaction between clients in a positive and respectful way, ensuring a culture conducive to respectful interactions.
- Aided clients with mobility issues; such as wheelchairs, walkers, and often, just an arm to hold, giving the client a sense of support and security.

Education and qualifications summary

- Associate in Science in Speech-Language Pathology Assistant - Graduated - May 2013, Suma Cum Laude, GPA 3.9. Nashua Community College
- Special Education Volunteer Advocate – Graduated - Dec 2010. Parent Information Center, Concord, NH.
- Associate Degree with a Major in Social Work and a Minor in Youth and Community – Graduated - May 2000. University of Nottingham, Nottingham, U.K.
- Dealing with Challenging Behaviors - 2015
- Certified Speech and Language Pathologist Assistant (SLPA) – June 2013
- Special Education Law and Advocacy – Oct 2010
- Special Education Advocacy Conference - 2010
- Advocates for Special Education Training Program - Dec 2009
- CPR: Expiration - June 2018

Awards/memberships/recognitions

- Parent Involvement in Education Award – Oct 2011
- Member of the Phi Theta Kappa Honors Society- Nov 2011
- Published in the Advanced Speech and Language Magazine for an article describing the life of an Autistic child from a first-person perspective titled "This IEP is About Me," which also reached several online publications due to its popularity. April 2010

Maureen D Magro

OBJECTIVE: A client oriented support and service position serving a wide variety of client needs. Offering extensive knowledge of client service skills. Areas of expertise include: Supervisory Management, Client Interaction and Support, Multitasking, and Staff Support

EDUCATION and TRAINING:
Chandler School for Women, Boston, MA
Woburn High School, Woburn, Massachusetts
Various Management and Product Seminars
EMT Certified, Commonwealth of Massachusetts
Certified Critical Incident Stress Debriefing (CISD) – Member of the Boston CISD Team
Human Interaction Training
CPR Instructor

SKILLS:

Human Interaction	**Problem Resolution**	**Ability to perform under pressure.**
Budget Preparation	**Performance Reviews**	**Multitasking**
Negotiation	**Report Preparation**	**Computer Proficiency**
Team Player	**Supervisory abilities**	**Direct Client Support**

VOLUNTEER: EMT Volunteer for the Towns of Pepperell and Dunstable, Massachusetts, 1990 through 1997
Nashua Foundation for Mental Health June 2004 through February 2005
Member of NAMI

AWARDS: Letters of Commendation from the Pepperell Chief of Police and Communications Director, Town of Pepperell, MA

EXPERIENCE:

02/05 to Present **Assistant Case Manager** – Support Case Managers with day-to-day activities; responsible for mainstreaming and assisting clients in daily living skills; assessing the daily requirements of individual clients; being responsive and sensitive to clients' wants and needs; responsible for transporting clients to various appointments and locations; assisting clients in appropriate job searches and applying for all governmental assistance; teaching basic living and socialization skills including personal and financial accountability; offer feedback on clients' success at public integration and their symptomatic responses; and responsible for attending all staff meetings and suitable trainings.

12/03 to 05/04 **Verizon Communication -Customer Service Representative-** Responsible for negotiating new service, processing changes, handling billing inquires, and matching customer needs with premium Verizon products and services. Handled dissatisfied customers and processed service orders requests. Was responsible for delivery of all mandated verbiage related to Verizon regulatory and legal requirements.

6/03 to 8/03 **State of Massachusetts – Environmental Laboratory Water Collection-Responsible** for coordination and collection of water samples from Massachusetts State Parks. Interfaced with various Park officials to document sample details and assured timely personal delivery of undisturbed samples to appropriate distant laboratory locations.

09/98 to 5/02 **Zirmat Corp, Customer Service Supervisor** – Supervised 6 Customer service reps and clerical personnel. Implemented and developed plans for poor and top performers. Handled escalation's for dissatisfied customers. Coached representatives on good customer telephone skills.

11/91 to 5/98 **Town Of Pepperell, Enhanced 911 Public Safety Dispatcher-Responsible** for the dispatch and proper response of all emergency 911 dispatches for Police, Fire and Ambulance. Interfaced with numerous town contacts including Highway and Water and Sewer as appropriate. Entered, retrieved, and disseminated criminal arrest records to police officers in the field. Documented all call details in computer database and maintained updates. Coordinated emergency disaster responses to include State Police, State Environmental Protection Agency Hazardous Material Personnel, Emergency Airlifts, the Red Cross, and Fire Marshalls. Interfaced with walk in residences to the Public Safety Center. Utilized EMT certification when needed. Handled irate and difficult complaints from town residences.

03/89-5/90 **Catalog Ventures-Customer Service Sales Representative-** Responsible for processing orders in a sales call center. Assisted customer in placing orders of catalog jewelry. Interfaced with other department to assure timely delivery. Assisted customers in selection of merchandise.

7/85 to 12/87 **Macom- Manager of Contract Negotiations-** Was responsible for the negotiations and terms of individual customer contracts relating to products and services. Managed a staff of 3 clerical and sales support personnel. Worked with legal department to finalize terms and conditions. Socialized strategies with sales about future product contract terms and conditions. Deliver presentations to all levels.

8/74 to 7/85 **Macom- Customer Service Supervisor** Supervised 4 Customer service reps after one year of entering the work force as a customer service representative. Developed methods and procedures to better service customers. Delegated the work load and motivated unit to deliver superior service. Acted as departmental liaison and monitored results.

References upon Request

MARY ANN GAMACHE
[redacted]

QUALIFICATIONS:

- 25 years of progressive and extensive involvement with community services, mental health, and drug and alcohol programs
- Knowledge of professional boundaries in the workplace
- Extensive interaction with local and community services, as well as medical and social services to provide well rounded support for clients
- Experience working in environment complying to HUD 4350.3 and Fair Housing regulations
- Managed home with up to 40 residents
- Experienced with conflict de-escalation and resolution tactics
- Coordinate services between agencies
- Knowledge of rental management software
- Highly experienced with computers including Microsoft Office products

EDUCATION:
1989 - Bachelor of Science, Business Management- Franklin Pierce College
1985 - Associate Degree, Administrative Secretarial Management- NH Vocational Technical College

PROFESSIONAL EXPERIENCE:

Housing Specialist: Greater Nashua Mental Health- Nashua NH 2024-prsent
- Provide support and direction to SMI/SPMI clients l who are housed n temporary shared housing program.
- Assist with identifying and applying for appropriate housing options for their next housing experience.
- Provide assistance and direction for successful shared living through relationship building and engagement
- Educate clients in regard to successful tenancy that will transcend to next steps of housing journey.

Resource Specialist/Assistant Housing Manager: Mary's House - Nashua, NH 2017 - 2024
- Support 40 women residents, responding to daily tenant relations and concerns
- Internal conflict resolution, crisis prevention, and de-escalation of issues
- Assess resident's needs both for individual and group support
- Work with residents to create an individual goal plan
- Intake incoming residents to assess if they are appropriate for Mary' House
- Responsible for coordinating new residents, execution of leases, and unit turnover
- Utilize rental management software to maintain records of collections, disbursements, security deposits, and other financial records
- Answer phones and answer questions regarding our program

Medical Receptionist: Foundation Medical Partners Gastroenterology – Nashua, NH 2015 - 2017
- Check patients in and out
- Schedule and book appointments and procedures for 4 providers
- Screen and answer patient calls
- Accurately prepare and maintain client records
- Tracking patient payments

Program Administrator/ Receptionist: Greater Nashua Mental Health Center - Nashua, NH 1995 – 2014

- Assess crisis situations before escalation
- Support agency's psychiatrists, nurse practitioners and treatment staff
- Schedule and maintain clients' appointments
- Knowledge of medical terminology
- Worked closely with case managers to set up groups for substance abuse for clients
- Established and maintained relationships with other agencies and organizations

HENRY SANTIAGO

[redacted]

OBJECTIVE

A working professional looking to obtain a position that will enable me to use my amazing educational background and 10+ years of experience in order to expand my horizons, challenge my abilities, and showcase my talents to work with people in the corporate world.

EXPERIENCE

Greater Nashua Mental Health

Community Support Services Program Administrative Assistant/May 2024-Present

- Maintain departments attendance for payroll.
- Maintains and updates an on-going spreadsheet of shared clients with Harbor Homes Group Homes and alerts staff if a treatments plan and/or ANSA is due of the Director of any issues that arise.
- Prepares monthly lists detailing attendance, anniversaries, new employees, and staff recognitions for department meetings.
- Collects, distributes, and faxes to department staff.
- Assists Human Resources in scheduling interviews, on-boarding new employees.
- Keeps an ample supply of CSS forms so they are readily available to staff.
- Maintains an efficient tracking system of required information for various process and procedures.
- Manages office and program supplies as well as submits orders when necessary and appropriate.
- Familiar with the processes and procedures of other administrative positions to perform such duties in an emergency and/or provide back-up to various positions.
- Performs other duties or special projects as required or as assigned.

Medical Administrative Assistant/Sept 2023-May 2024

- Schedules client visits and coordinates patient access to medical services from the different programs, ensuring 95% of patients are scheduled within 7 days of post-hospital discharge.
- Manages appointment cancellations as directed by Medical Support Staff Coordinator and applies principles of the Just in Time scheduling system.
- Manages incoming phone calls, and documents and conveys messages to appropriate medical or nursing staff and ensure 90% of voicemails are reviewed and triaged daily.
- Coordinates document flow, including but not limited to, responses to patients' requests for document completion and obtaining laboratory results or documents from or for providers.
- Provides administrative support to medical and nursing staff, including processing incoming and interdepartmental mail, and maintaining office supplies inventory.

- Performs other duties or special projects as required or as assigned by the Medical Support Staff Coordinator or Chief Medical Officer.

The Mental Health Center of Greater Manchester

Office Support Secretary/Registration- C&A Dept/April 2021-Sept 2023

- Providing secretarial, registration, & medical records support to the Child & Adolescents department.
- Performing meet and greet activities by checking patients in for appointments, verification of demographic information, and collection of co-pays and deposits.
- Processing paperwork associated with each task, and data entry utilizing an electronic medical record system.
- Ensuring always regulatory requirements are met and the center's policies including procedures were adhered to meanwhile showcasing the highest level of confidentiality.
- Answering and routing incoming calls to ensure that the programs are represented in a professional manner.
- Contributing and demonstrating proven organizational skills, the ability to multi-task, and data entry proficiency with the capacity to multi-task and work as a team member.

Bank Of America

Client Service Rep/May 2011-Feb 2021

- Processing day to day transactions accurately and efficiently in a timely manner.
- Providing customers with undivided attention and a sense of urgency to meet each customer's needs.
- Deepening and retaining customer relationships by building customer loyalty and engagements, plus identifying their needs by referring them to appropriate products and services.
- Ensuring always regulatory requirements were met and the bank's policies and procedures were adhered to.
- Contributed and demonstrated the "Bank Of America" core values in all actions of the financial center while showcasing the highest level of bank teller excellence.

Windham Professionals Inc.

Administrative Collections Clerk/March 2008-January 2010

- Handling high volume of college loan accounts on a day-by-day basis.
- Preparing multiple spreadsheets for submission and managing reports to ensure proper consistent accuracy for funding accounts
- Processing college loans applications and letters by data entry and maintaining a loan filing system.
- Organizing college loan applications and letters for mail distribution using various office machinery.
- Multitasking & providing other clerical support to other departments when needed all while meeting deadlines and contributing to the company's overall success.

Casual Male Retail Group.

1st Assistant Store Manager/April 2007-February 2008

- Making daily deposits and handling cash flow in the registers.
- Ensuring proper and consistent documentation of audit and inventory type of paperwork.
- Handling phone calls, greeting customers, and finding solutions to our Big & Tall clients with their questions and concerns about our store products.
- Managing & driving sales to meet the daily company goal expectations for their store.
- Stocking and re-merchandising new items onto the selling floor while maintaining the store's overall upkeep so it can achieve its overall success.
- Processing credit card applications, item damages, and various catalog items in a reasonable and timely manner.

The Picture People.

Retail Sales & Management/September 2003-January 2007

- Managing the daily operations of a portrait studio from taking and developing portraits for customers ranging between newborns to adults and families to multitasking on the phone and setting up future appointments.
- Greeting customers, driving sales, and servicing to customer needs that ensure satisfaction and loyalty.
- Handling daily lab work and print machine systems maintenances to ensure its up to company quality standards.
- Stocking and re-stocking merchandise including supply ordering.
- Overseeing the hiring, re-hiring, interviewing, and training of employees to company's expectations and standards.

Central Self Storage.

Assistant Manager/September 2003-February 2005

- Duties included driving sales and meeting daily sales goals for a large storage facility.
- Preparing daily spreadsheets, logs, and business reports of the facility for auditing purposes.
- Managing bank deposits, rental contracts, truck rental agreements, and credit card reservations.
- Maintaining the office and storage units clean, organized, and in good up-keep for available rental.

University Of Massachusetts Hispanic Studies Department.

Office Assistant/September 1999-May 2002

- Duties included typing up formal letters for faculty and other administrators within the university's foreign language department.
- Distributing mail correspondences, answering phones, and using various office equipment.

- Helping students with conflicting course scheduling for classes and proctoring exams for the college professors.
- Managed, organized, and promoted study abroad programs for up and coming Spanish Language teachers thru the support of The Education & Science Office Embassy Council Of Spain.

Massachusetts State House Housing & Urban Development Office.

Chairperson's Intern Aide/June 2000-August 2000

- Handled a lot of the administration work for the chairperson by opening, sorting thru, and distributed constituent mail.
- Typing formal letters to legislators, answering constituent phone calls, and the use of other various office equipment.
- Attending meetings and seminars with state legislators, continuous learning of state legislation and laws, to even filing and researching bills.

Massachusetts Migrant Education Program.

Academic Tutor/January 1998-May 2002

- Implementing different homework strategies for students in grades 1-12.
- Providing a safe place for Migrant children to improve their skills in all major academic subject areas like English, Math, Social Studies, and the Sciences.
- Offering One to One test preparation help for the MCAS Testing.

Burnell Campus Elementary School.

Art Office Teacher's Assistant/September 1996-June 1997

- Handled the daily duties of the art office and classroom such as assisted in setting up class-room materials and cleanups, answering phones and organizing the stock in the art supply room.
- Attending to the student's needs, and helped the teacher create new art curriculum for the next day.

EDUCATION

North Quincy High School /North Quincy MA — High School Diploma (1993-1996)

Fisher College /Boston, MA — A.A. A.S., Liberal Arts & Business Administration (1997-1999)

University Of Massachusetts /Boston, MA — B.A., Theatre Arts (1999-2002)

Universal Class — Certificates In Project Management & Administrative Assistant (2020)

AWARDS AND ACKNOWLEDGEMENTS

Global Silver Recognition Award 2011

5 &10 Year Company Commitment & Dedication

3X Outstanding Teller Performance

Global Gold Recognition Award 2016

Retail Banking Top Performer Award 2014, 2017, 2018, & 2019. Company Recognition Award 2015

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: **The Community Council of Nashua, N.H. dba Greater Nashua Mental Health**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Cynthia Whitaker	President & CEO	$0.00	$197,273.18
Maureen Ryan	COO	$0.00	$144,663.48
Pamela Wilson	CFO	$0.00	$141,003.20
Scott Wellman	Director of Housing and Vocational Services	$41,792.80	$83,585.58
Haley Silva	Senior Housing Specialist	$50,392.94	$50,392.94
Maureen Magro	Senior Housing Specialist	$56,134.00	$56,134.00
Mary Ann Gamache	Hosing Specialist	$46,789.86	$46,789.86
Vacant	Housing Specialist	$41,792.78	TBD
Henry Santiago	Administrative Staff Support	$14,517.62	$46,382.96

Subject: Supported Housing (SS-2026-DBH-01-SUPPO-07)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $8,913,812. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Patricia Carty 0F988FB33EQE400... Date: 6/2/2025		1.12 Name and Title of Contractor Signatory Patricia Carty President and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442... Date: 6/2/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941400...		On: 6/2/2025	
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS PC
Date 6/2/2025

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

DS

Contractor Initials PC

Date 6/2/2025

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

DS
PC
Contractor Initials

Date 6/2/2025

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

DS

Contractor Initials PC

Date 6/2/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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
Supported Housing

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 7 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least two (2) full-time HBSP Housing Specialists. The HBSP Housing Specialists must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialists and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialists maintain a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialists must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

1.4.23.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

1.4.23.2.2. Ensuring data files and records are consistent with reporting specification requirements.

1.4.23.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) days.

1.4.23.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

1.4.23.2.5. Participating in Departmental efforts for system-wide data quality improvement.

1.4.23.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

1.4.23.2.6.1. All data is formatted in accordance with the file specifications;

1.4.23.2.6.2. No records will reject due to invalid characters or invalid formatting; and

1.4.23.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1.4.23.4.; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

1.4.23.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

1.4.23.4.4. Failure of the Contractor to implement the plan may require:

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204 Rights

Protection Procedures for Mental Health Services.

1.6. Maintenance of Fiscal Integrity

1.6.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.6.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.6.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.6.1.2.1. All revenue sources and expenditures; and

1.6.1.2.2. A budget column allowing for budget to actual analysis;

1.6.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

1.6.1.3.1. All revenue sources and all related expenditures for the Program; and

1.6.1.3.2. A budget column allowing for budget to actual analysis; and

1.6.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

1.6.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

1.6.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

1.6.3.1. Days of Cash on Hand:

1.6.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

1.6.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must

mature within three (3) months and should not include common stock.

1.6.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.6.3.2. Current Ratio:

1.6.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

1.6.3.2.2. Formula: Total current assets divided by total current liabilities.

1.6.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

1.6.3.3. Debt Service Coverage Ratio:

1.6.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

1.6.3.3.2. Definition: The ratio of net income to the year-to-date debt service.

1.6.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year-to-date debt service (principal and interest) over the next twelve (12) months.

1.6.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

1.6.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

1.6.3.4. Net Assets to Total Assets:

1.6.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

1.6.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

1.6.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

1.6.3.4.4. Source of Data: The Contractor's monthly financial statements.

1.6.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

1.6.4. If the Contractor does not meet either:

1.6.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.6.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

1.6.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

1.6.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

1.6.5. The Contractor must update and submit the corrective action plan to the Department, at least every 30 calendar days, until compliance is achieved. The Contractor must:

1.6.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.6.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.7. Reduction or Suspension of Funding

1.7.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are reduced, suspended, or reallocated, the Department shall provide immediate written notification to the Contractor of such reduction, suspension, or reallocation.

1.7.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.7.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

1.7.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

1.7.1.2.2. Crisis services for all individuals.

1.7.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

1.7.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

1.8. Elimination of Programs and Services by Contractor

1.8.1. Not including service reductions collaboratively addressed in Section 1.7. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.8.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

1.8.3. The Contractor must not redirect funds allocated in the Contractor's budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

1.9. The Contractor must participate in meetings with the Department as requested by the Department.

1.10. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.12. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.13. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.14. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.15. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

1.15.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.16. Background Checks

1.16.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.16.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.16.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.16.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.17. Confidential Data

1.17.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.17.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.18. Privacy Impact Assessment

1.18.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.18.1.1. How PII is gathered and stored;

1.18.1.2. Who will have access to PII;

1.18.1.3. How PII will be used in the system;

1.18.1.4. How individual consent will be achieved and revoked; and

1.18.1.5. Privacy practices.

1.18.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.19. Department Owned Devices, Systems and Network Usage

1.19.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.19.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.19.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.19.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.19.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.19.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.19.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.19.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.19.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.19.1.9. Agree when utilizing the Department's email system:

1.19.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.19.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.19.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.19.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.19.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.19.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.19.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.19.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.19.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.19.2. Workspace Requirement

1.19.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.20. Contract End-of-Life Transition Services

1.20.1. General Requirements

1.20.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.20.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and

telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.20.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.20.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.20.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.20.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.20.2. Completion of Transition Services

1.20.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.20.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms

and conditions of the Department's Information Security Requirements Exhibit.

1.20.3. Disagreement over Transition Services Results

1.20.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or

duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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 further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

9. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

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.

11.2.1. 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.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services
Contractor Name: The Mental Health Center of Greater Manchester, Inc.
Budget Request for: Supported Housing
Budget Period: SFY 2026 - SFY 2027
Indirect Cost Rate (if applicable) 15.00%

Line Item	Housing Bridge (SFY 2026)	Housing Bridge (SFY 2027)
1. Salary & Wages	$115,638	$115,638
2. Fringe Benefits	$38,160	$38,160
3. Consultants	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$600	$600
6. Travel	$1,000	$1,000
7. Software	$1,290	$1,290
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$1,200	$1,200
8. (c) Other - Other (specify below)	$0	$0
Client Funds	$0	$0
Criminal Records Checks	$1,200	$1,200
Daily Subsidy Fees	$0	$0
Facility Fit Up Costs	$0	$0
Miscellaneous Expenses	$4,190	$4,190
Rental Occupancy Costs	$0	$0
Rental Payments	$0	$0
Rental Vouchers	$0	$0
Staff Recruitment	$0	$0
Unit Damage	$500	$500
Utilities	$0	$0
9. Specialty Housing Provisions	$0	$0
10. Subrecipient Contracts	$0	$0
Total Direct Costs	$163,778	$163,778
Total Indirect Costs	$24,567	$24,567
Subtotals	$188,345	$188,345
	TOTAL $	**376,690**

Contractor Initials: PC (DS)
Date: 6/2/2025

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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Date 6/2/2025

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	MHCGM
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B04C63442...	DocuSigned by: Patricia Carty 0F088FB33E9E400...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Patricia Carty
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
6/2/2025	6/2/2025
Date	Date

Contractor Initials DS PC

Date 6/2/2025

Docusign Envelope ID: 62AA1459-A8EC-40F1-9C65-B82F4622D11A

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 17, 1960. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **63323**

Certificate Number : **0006204870**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this **10th** day of **April** A.D. **2023.**

David M. Scanlan

Secretary of State

Docusign Envelope ID: 62AA1459-A8EC-40F1-9C65-B82F4622D11A

CERTIFICATE OF AUTHORITY

I, Michael Reed, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of The Mental Health Center of Greater Manchester, Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 20, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Patricia Carty, President and Chief Executive Officer (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center of Greater Manchester, 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: 5/28/2025

Signature of Elected Officer
Name: Michael Reed
Title: Board Chair

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/26/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CGI Insurance, Inc. 5 Dartmouth Drive Auburn NH 03032	CONTACT NAME: Teri Davis PHONE (A/C, No, Ext): (877) 562-8954 FAX (A/C, No): (866) 574-2443 E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com
INSURED The Mental Health Center of Greater Manchester, Inc. 401 Cypress Street Manchester NH 03103-3628	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Philadelphia Insurance INSURER B: Philadelphia Indemnity INSURER C: A.I.M. Mutual INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2669563-006	04/01/2025	04/01/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual/Physical Abuse or	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2669495	04/01/2025	04/01/2026	~~COMBINED~~ SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed	$ 1,000,000 $ $ $ $ 1,000,000
B	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB905359	04/01/2025	04/01/2026	EACH OCCURRENCE AGGREGATE	$ 7,000,000 $ 7,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC6004000298-2024	09/12/2024	09/12/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The Mental Health Center
of Greater Manchester

MISSION

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

VISION

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality behavioral health services.

We provide evidence-based, culturally responsive and consumer, family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on September 25, 2018

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Manchester Mental Health Foundation, Inc. and Affiliates

Consolidated Financial Statements
and Supplementary Information

For the Years Ended June 30, 2023 and 2022
With Independent Auditors' Report

Baker Newman & Noyes LLC
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800.244.7444 | www.bnncpa.com

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

For the Years Ended June 30, 2023 and 2022

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Opinion

We have audited the consolidated financial statements of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the consolidated statements of financial position as of June 30, 2023 and 2022, the related consolidated statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements (collectively, the financial statements).

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Organization as of June 30, 2023 and 2022, and the results of their operations, changes in net assets and cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a period of one year after the date that the financial statements are issued or available to be issued.

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To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control–related matters that we identified during the audit.

Baker Newman & Noyes LLC

Manchester, New Hampshire
January 26, 2024

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2023 and 2022

ASSETS

	2023	2022
Current assets:		
Cash and cash equivalents	$ 3,632,213	$10,840,998
Restricted cash	132,313	137,480
Certificates of deposit – current portion	2,021,710	–
Patient accounts receivable	1,342,838	1,187,922
Other accounts receivable	473,584	1,607,384
Investments – short-term	258,761	258,632
Prepaid expenses	857,306	304,071
Total current assets	8,718,725	14,336,487
Investments – long-term	8,588,305	7,275,866
Assets whose use is limited or restricted	448,809	467,465
Certificates of deposit – long-term	2,047,535	–
Operating lease right-of-use assets	11,654	–
Property and equipment, net of accumulated depreciation	16,936,018	14,509,334
Total assets	$36,751,046	$36,589,152

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LIABILITIES AND NET ASSETS

	2023	2022
Current liabilities:		
Accounts payable	$ 254,294	$ 334,496
Accrued payroll, vacation and other accruals	2,218,409	3,255,311
Deferred revenue	34,929	82,073
Current portion of operating lease liabilities	10,411	–
Current portion of long-term debt	248,019	246,442
Amounts held for patients and other deposits	12,790	21,571
Total current liabilities	2,778,852	3,939,893
Extended illness leave obligation	479,806	446,234
Post-retirement benefit obligation	51,143	63,525
Operating lease liabilities, net of current portion	1,243	–
Long-term debt, less current maturities and unamortized debt issuance costs	7,692,614	6,457,883
Total liabilities	11,003,658	10,907,535
Net assets:		
Without donor restrictions	25,298,579	25,214,152
With donor restrictions	448,809	467,465
Total net assets	25,747,388	25,681,617
Total liabilities and net assets	$36,751,046	$36,589,152

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2023 and 2022

	Year Ended June 30, 2023			Year Ended June 30, 2022		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Revenues and other support:						
Program service fees	$30,532,466	$ –	$30,532,466	$30,930,838	$ –	$30,930,838
Fees and grants from government agencies	7,511,455	–	7,511,455	9,655,292	–	9,655,292
Program rental income	336,191	–	336,191	317,956	–	317,956
Interest income	104,342	–	104,342	37,024	–	37,024
Other income	5,889,633	–	5,889,633	6,066,534	–	6,066,534
Total revenues and other support	44,374,087	–	44,374,087	47,007,644	–	47,007,644
Operating expenses:						
Program services:						
Children and adolescents	6,654,843	–	6,654,843	6,508,139	–	6,508,139
Emergency services	1,781,991	–	1,781,991	1,439,486	–	1,439,486
Vocational services	669,761	–	669,761	736,943	–	736,943
Noneligibles	1,690,457	–	1,690,457	1,713,385	–	1,713,385
Multiservice team	10,320,641	–	10,320,641	10,964,311	–	10,964,311
ACT team	4,400,148	–	4,400,148	4,544,419	–	4,544,419
Crisis unit	7,248,723	–	7,248,723	7,761,365	–	7,761,365
Community residences and support living	1,646,842	–	1,646,842	1,727,509	–	1,727,509
HUD residences	187,612	–	187,612	160,369	–	160,369
Housing bridge program	609,431	–	609,431	531,045	–	531,045
Other	4,586,120	–	4,586,120	4,363,313	–	4,363,313
Total program services	39,796,569	–	39,796,569	40,450,284	–	40,450,284
Support services:						
Management and general	4,857,996	–	4,857,996	4,721,725	–	4,721,725
Operating property	467,264	–	467,264	633,221	–	633,221
Interest expense	227,163	–	227,163	253,531	–	253,531
Total operating expenses	45,348,992	–	45,348,992	46,058,761	–	46,058,761
(Loss) income from operations	(974,905)	–	(974,905)	948,883	–	948,883

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	Year Ended June 30, 2023			Year Ended June 30, 2022		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
(Loss) income from operations	$ (974,905)	$ –	$ (974,905)	$ 948,883	$ –	$ 948,883
Nonoperating revenue (expenses):						
PPP loan forgiveness	–	–	–	4,442,424	–	4,442,424
Commercial rental income	410,186	–	410,186	397,385	–	397,385
Rental property expense	(220,859)	–	(220,859)	(299,300)	–	(299,300)
Contributions	316,322	–	316,322	334,077	11,707	345,784
Net investment gain (loss)	562,397	(18,656)	543,741	(783,455)	(32,240)	(815,695)
Dues	(5,040)	–	(5,040)	(5,040)	–	(5,040)
Donations to charitable organizations	–	–	–	–	(2,223)	(2,223)
Miscellaneous expenses	(3,674)	–	(3,674)	(21,592)	–	(21,592)
Nonoperating revenue (expenses), net	1,059,332	(18,656)	1,040,676	4,064,499	(22,756)	4,041,743
Excess (deficiency) of revenues over expenses	84,427	(18,656)	65,771	5,013,382	(22,756)	4,990,626
Increase (decrease) in net assets	84,427	(18,656)	65,771	5,013,382	(22,756)	4,990,626
Net assets at beginning of year	25,214,152	467,465	25,681,617	20,200,770	490,221	20,690,991
Net assets at end of year	$25,298,579	$448,809	$25,747,388	$25,214,152	$467,465	$25,681,617

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2023

									Mental Health	
	Total Agency	Admin-istration	Total Center Programs	Child/ Adolescents	Emer-gency Services	Voca-tional Services	Non-Eligibles	Multi Service Team	ACT Team	Crisis Unit
Personnel costs:										
Salary and wages	$28,458,280	$ 2,996,081	$25,426,204	$4,537,223	$1,374,776	$ 371,575	$1,143,530	$ 6,804,439	$2,908,761	$4,407,504
Employee benefits	6,933,234	864,620	6,057,436	1,118,841	282,286	103,221	213,440	1,693,603	691,860	942,912
Payroll taxes	2,098,026	220,375	1,874,898	344,024	98,198	28,654	86,043	490,908	209,682	331,013
	37,489,540	4,081,076	33,358,538	6,000,088	1,755,260	503,450	1,443,013	8,988,950	3,810,303	5,681,429
Professional fees:										
Client evaluation/services	383,734	108,801	274,933	(6,761)	12,745	3,293	(1,777)	14,714	6,763	57,505
Audit fees	92,665	8,849	83,816	14,956	–	1,955	5,690	22,520	11,936	18,533
Legal fees	52,651	2,033	24,149	3,310	–	959	1,259	8,696	4,018	4,101
Other professional fees/consultants	125,644	45,547	58,630	9,943	–	1,360	3,651	14,211	7,732	12,114
Staff development and training:										
Journals and publications	13,478	1,036	12,442	1,372	–	179	522	2,297	1,096	1,923
In-service training	13,367	4,763	8,604	35	–	200	–	550	–	40
Conferences/conventions	105,466	3,151	102,315	8,604	(79)	849	1,745	19,947	5,122	12,624
Other staff development	409,170	25,987	383,183	63,830	–	21,683	5,311	91,118	22,675	92,961
Occupancy costs:										
Rent	1,859	1,859	–	–	–	–	–	–	–	–
Heating costs	7,732	–	–	–	–	–	–	–	–	–
Other utilities	387,688	11,376	239,235	–	–	6,124	–	28,939	20,984	128,489
Maintenance and repairs	830,696	22,079	501,515	14,203	–	19,965	7,961	101,905	41,666	234,611
Other occupancy costs	104,610	11	33,404	–	–	780	–	3,633	1,586	21,963
Rent subsidies	468,250	–	468,250	–	–	–	–	–	–	–
Consumable supplies:										
Office	240,882	44,069	174,808	13,488	–	8,840	7,979	53,719	20,606	48,983
Building/household	65,982	265	41,778	–	–	–	–	–	–	41,528
Educational/training	481,533	1,802	479,731	29,927	1,573	138	9,654	179,797	23,740	150,850
Food	120,987	553	74,175	1,151	–	103	48	369	147	69,812
Medical	266,238	317	265,921	21	–	781	8	37,094	1,599	61,616
Other consumable supplies	1,133,206	257,023	874,351	147,425	–	19,295	56,469	221,194	119,889	180,256
Depreciation - equipment	400,792	41,793	358,999	59,841	333	10,853	21,994	99,533	47,613	89,646
Depreciation - building	615,888	45,200	402,148	95,678	39	12,174	56,207	102,750	24,617	83,171
Equipment maintenance	84,833	6,611	73,915	2,944	–	1,797	1,514	10,777	4,900	47,186
Advertising	215,065	19,061	196,004	28,926	129	3,756	12,686	43,410	22,926	36,809
Printing	30,495	7,982	22,513	1,892	102	239	1,464	4,813	656	4,466
Telephone/communication	521,332	47,328	463,364	66,530	4,574	29,785	32,885	142,636	75,772	70,447
Postage and shipping	51,751	30,180	21,571	2,809	–	367	1,068	4,280	2,242	8,322
Transportation:										
Staff	223,877	1,798	222,079	38,742	7,315	13,564	93	39,224	77,382	16,722
Clients	4,206	–	4,206	–	–	21	–	99	43	3,776
Insurance:										
Malpractice and bonding	108,922	10,179	97,435	17,387	–	2,273	6,614	26,193	13,874	21,545
Vehicles	9,344	893	8,451	1,509	–	197	574	2,272	1,204	1,870
Comprehensive property/liability	166,479	15,498	146,781	26,192	–	3,424	9,964	39,436	20,902	32,456
Membership dues	51,652	4,548	47,104	6,750	–	882	2,568	10,259	5,386	8,365
Interest expense	227,163	–	–	–	–	–	–	–	–	–
Other expenditures	92,126	2,744	84,609	4,051	–	475	1,293	5,306	2,769	4,604
Total expenditures	45,599,303	4,854,412	39,608,957	6,654,843	1,781,991	669,761	1,690,457	10,320,641	4,400,148	7,248,723
Administration allocation	–	(4,854,412)	4,854,412	807,242	209,078	86,466	194,092	1,252,188	542,989	904,584
Total expenses	$45,599,303	$ –	$44,463,369	$7,462,085	$1,991,069	$ 756,227	$1,884,549	$11,572,829	$4,943,137	$8,153,307

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	Center							Amoskeag		Foundation
	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Administration	Program Related	Administration
Personnel costs:										
Salary and wages	$ 266,891	$ 768,683	$ 38,851	$2,692,984	$ 110,987	$ –	$ –	$ 18,840	$ 17,155	$ –
Employee benefits	69,342	182,832	9,799	732,686	16,614	2,254	1,065	7,859	–	–
Payroll taxes	20,149	57,463	2,927	197,326	8,511	–	–	2,753	–	–
	356,382	1,008,978	51,577	3,622,996	136,112	2,254	1,065	29,452	17,155	–
Professional fees:										
Client evaluation/services	–	–	145	188,306	–	–	–	–	–	–
Audit fees	1,029	3,169	371	3,657	–	–	–	–	–	–
Legal fees	228	701	94	783	–	17,974	8,495	–	–	–
Other professional fees/consultants	652	2,013	256	6,698	–	14,577	6,890	–	–	–
Staff development and training:										
Journals and publications	94	863	34	4,062	–	–	–	–	–	–
In-service training	–	–	–	7,779	–	–	–	–	–	–
Conferences/conventions	278	1,696	315	51,214	–	–	–	–	–	–
Other staff development	9,779	14,223	18	61,585	–	–	–	–	–	–
Occupancy costs:										
Rent	–	–	–	–	–	–	–	–	–	–
Heating costs	–	–	–	–	–	–	–	–	7,732	–
Other utilities	–	45,708	328	8,663	–	83,451	39,444	–	14,182	–
Maintenance and repairs	1,807	61,302	1,103	16,962	30	165,058	78,017	–	64,027	–
Other occupancy costs	–	5,241	42	159	–	45,188	21,359	–	4,648	–
Rent subsidies	–	–	–	–	468,250	–	–	–	–	–
Consumable supplies:										
Office	157	6,866	438	13,402	330	14,942	7,063	–	–	–
Building/household	–	250	–	–	–	7,689	3,634	–	12,616	–
Educational/training	375	3,243	127	80,289	18	–	–	–	–	–
Food	250	2,031	–	129	135	20	10	–	46,229	–
Medical	1	4	1,032	163,765	–	–	–	–	–	–
Other consumable supplies	9,856	30,529	3,557	84,939	942	1,244	588	–	–	–
Depreciation - equipment	3,971	13,426	2,074	9,715	–	–	–	–	–	–
Depreciation - building	–	22,976	4,323	213	–	104,510	49,398	–	14,632	–
Equipment maintenance	161	495	138	4,003	–	2,925	1,382	–	–	–
Advertising	1,976	6,088	712	38,586	–	–	–	–	–	–
Printing	12	38	16	8,815	–	–	–	–	–	–
Telephone/communication	830	8,779	1,205	28,390	1,531	7,225	3,415	–	–	–
Postage and shipping	197	603	70	1,613	–	–	–	–	–	–
Transportation:										
Staff	1,253	2,572	–	24,279	933	–	–	–	–	–
Clients	–	–	1	266	–	–	–	–	–	–
Insurance:										
Malpractice and bonding	1,196	3,684	431	4,238	–	–	–	–	1,308	–
Vehicles	104	319	37	365	–	–	–	–	–	–
Comprehensive property/liability	1,801	5,550	649	6,407	–	–	–	–	4,200	–
Membership dues	664	1,430	4,147	6,653	–	–	–	–	–	–
Interest expense	–	–	–	–	–	225,941	–	–	1,222	–
Other expenditures	235	777	85	63,864	1,150	208	98	–	883	3,584
Total expenditures	393,288	1,253,554	73,325	4,512,795	609,431	693,206	220,858	29,452	188,834	3,584
Administration allocation	52,662	155,906	8,996	568,055	72,154	–	–	–	–	–
Total expenses	$ 445,950	$1,409,460	$ 82,321	$5,080,850	$ 681,585	$ 693,206	$ 220,858	$ 29,452	$ 188,834	$ 3,584

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2022

								Mental Health		
	Total Agency	Admin-istration	Total Center Programs	Child/ Adolescents	Emer-gency Services	Voca-tional Services	Non-Eligibles	Multi Service Team	ACT Team	Crisis Unit
Personnel costs:										
Salary and wages	$29,632,593	$ 2,957,479	$26,639,119	$4,617,002	$1,105,984	$ 452,227	$1,230,946	$ 7,392,286	$3,045,411	$4,794,378
Employee benefits	6,997,001	822,261	6,166,881	1,062,906	237,408	106,865	205,470	1,749,177	731,629	1,165,207
Payroll taxes	2,177,129	214,861	1,959,515	342,799	78,381	34,267	92,591	533,142	220,301	358,831
	38,806,723	3,994,601	34,765,515	6,022,707	1,421,773	593,359	1,529,007	9,674,605	3,997,341	6,318,416
Professional fees:										
Client evaluation/services	238,309	76,296	162,013	(3,824)	–	1,027	(1,777)	2,164	2,154	12,683
Audit fees	92,664	8,849	83,815	14,956	–	1,955	5,690	23,676	11,936	18,533
Legal fees	33,101	1,725	31,376	3,065	–	723	1,109	14,066	3,221	3,612
Other professional fees/consultants	173,259	29,225	86,083	10,929	–	1,455	4,074	16,060	8,228	12,899
Staff development and training:										
Journals and publications	17,801	1,413	16,388	1,781	–	181	527	2,292	1,106	1,939
In-service training	(772)	–	(772)	–	–	–	(259)	(495)	–	(18)
Conferences/conventions	117,810	19,494	98,316	8,901	(43)	(2,526)	4,675	16,683	7,639	14,170
Other staff development	287,088	34,349	252,739	21,522	8,305	13,599	2,643	48,853	10,316	130,552
Occupancy costs:										
Rent	6,169	6,169	–	–	–	–	–	–	–	–
Heating costs	14,466	–	9,663	–	–	–	–	–	–	–
Other utilities	366,363	8,392	206,231	46	–	7,148	27	36,781	26,850	88,797
Maintenance and repairs	877,434	23,167	500,118	9,516	75	17,339	5,325	95,409	36,220	230,631
Other occupancy costs	225,386	1,444	43,861	637	–	2,601	375	13,633	5,290	13,140
Rent subsidies	390,003	–	390,003	–	–	–	–	–	–	–
Consumable supplies:										
Office	208,659	61,038	147,584	14,254	338	6,453	6,383	45,993	17,388	30,874
Building/household	52,018	1,082	44,244	13	107	130	5	682	272	41,522
Educational/training	498,602	3,563	495,039	20,620	(3,792)	(377)	10,925	243,820	20,332	157,760
Food	107,631	132	79,149	135	–	–	–	49	4	71,762
Medical	268,439	1,726	266,713	1,323	2,343	188	802	37,684	1,086	75,803
Other consumable supplies	1,117,459	241,584	875,875	149,196	–	22,473	54,522	232,616	113,096	179,650
Depreciation - equipment	322,520	33,742	288,778	47,897	712	9,224	17,227	78,901	37,161	74,184
Depreciation - building	519,083	12,083	224,510	5,806	37	11,504	3,339	63,514	23,253	82,243
Equipment maintenance	37,506	3,166	34,340	4,191	–	828	3,433	7,821	2,988	11,897
Advertising	139,904	16,600	123,304	19,613	–	2,544	8,764	30,914	15,530	25,135
Printing	23,588	9,350	14,238	3,705	–	170	1,524	2,136	539	2,470
Telephone/communication	522,638	39,764	482,874	64,318	3,526	28,911	35,392	159,158	79,564	80,555
Postage and shipping	49,799	29,181	20,618	2,875	–	385	1,094	4,596	2,313	7,850
Transportation:										
Staff	203,871	2,389	201,290	35,188	6,144	11,273	6	35,496	81,674	9,283
Clients	6,018	–	6,018	–	–	–	–	–	–	4,551
Insurance:–										
Malpractice and bonding	100,341	9,458	89,575	15,984	–	2,090	6,081	25,303	12,756	19,807
Vehicles	8,997	859	8,138	1,452	–	190	552	2,299	1,158	1,799
Comprehensive property/liability	156,810	14,574	138,036	24,631	–	3,220	9,370	38,992	19,656	30,522
Membership dues	57,184	4,185	47,959	6,702	(39)	876	2,550	10,610	5,348	8,344
Interest expense	253,531	–	–	–	–	–	–	–	–	–
Other expenditures	86,514	2,636	79,501	3,958	(113)	521	1,514	6,282	3,141	5,714
Total expenditures	46,386,916	4,692,236	40,313,132	6,512,097	1,439,373	737,464	1,714,899	10,970,593	4,547,560	7,767,079
Administration allocation	–	(4,705,061)	4,705,061	766,573	164,131	85,673	207,932	1,316,721	530,297	918,097
Total expenses	$46,386,916	$ (12,825)	$45,018,193	$7,278,670	$1,603,504	$ 823,137	$1,922,831	$12,287,314	$5,077,857	$8,685,176

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	Center							Amoskeag		Foundation
	Com-munity Residence	Suppor-tive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Admin-istration	Program Related	Admin-istration
Personnel costs:										
Salary and wages	$ 313,711	$ 777,054	$ 41,918	$2,753,289	$ 114,913	$ –	$ –	$ 18,840	$ 17,155	$ –
Employee benefits	80,641	172,929	9,741	634,677	10,231	–	–	7,859	–	–
Payroll taxes	23,374	58,378	3,161	205,395	8,895	–	–	2,753	–	–
	417,726	1,008,361	54,820	3,593,361	134,039	–	–	29,452	17,155	–
Professional fees:										
Client evaluation/services	–	–	24	149,562	–	–	–	–	–	–
Audit fees	1,029	3,169	371	2,500	–	–	–	–	–	–
Legal fees	3,418	1,593	80	489	–	–	–	–	–	–
Other professional fees/consultants	692	2,825	273	28,648	–	39,350	18,601	–	–	–
Staff development and training:										
Journals and publications	95	865	34	7,568	–	–	–	–	–	–
In-service training	–	–	–	–	–	–	–	–	–	–
Conferences/conventions	235	(114)	810	46,607	1,279	–	–	–	–	–
Other staff development	4,822	389	40	11,698	–	–	–	–	–	–
Occupancy costs:										
Rent	–	–	–	–	–	–	–	–	–	–
Heating costs	–	9,663	–	–	–	–	–	–	4,803	–
Other utilities	–	41,711	382	4,489	–	96,051	45,400	–	10,289	–
Maintenance and repairs	277	84,806	957	19,563	–	198,455	93,803	–	61,891	–
Other occupancy costs	262	5,549	139	2,235	–	119,323	56,400	–	4,358	–
Rent subsidies	–	–	–	–	390,003	–	–	–	–	–
Consumable supplies:										
Office	440	9,871	517	14,747	326	–	–	37	–	–
Building/household	1	932	7	371	202	–	–	–	6,692	–
Educational/training	694	2,515	(174)	42,708	8	–	–	–	–	–
Food	–	4,580	–	2,619	–	–	–	–	28,350	–
Medical	91	280	34	147,079	–	–	–	–	–	–
Other consumable supplies	9,666	30,416	3,484	76,684	4,072	–	–	–	–	–
Depreciation - equipment	3,109	11,236	1,554	7,573	–	–	–	–	–	–
Depreciation - building	–	30,287	4,319	208	–	179,160	84,683	–	18,647	–
Equipment maintenance	169	1,506	88	1,419	–	–	–	–	–	–
Advertising	1,338	4,123	482	14,861	–	–	–	–	–	–
Printing	125	80	13	3,476	–	–	–	–	–	–
Telephone/communication	1,088	9,184	1,329	19,164	685	–	–	–	–	–
Postage and shipping	198	609	72	626	–	–	–	–	–	–
Transportation:										
Staff	1,232	1,707	–	18,856	431	–	–	–	192	–
Clients	–	969	–	498	–	–	–	–	–	–
Insurance:–										
Malpractice and bonding	1,099	3,388	396	2,671	–	–	–	–	1,308	–
Vehicles	100	308	36	244	–	–	–	–	–	–
Comprehensive property/liability	1,694	5,219	610	4,122	–	–	–	–	4,200	–
Membership dues	461	1,421	4,345	7,341	–	–	–	–	–	5,040
Interest expense	–	–	–	–	–	251,875	–	–	1,656	–
Other expenditures	492	1,708	98	56,186	–	–	–	–	841	3,536
Total expenditures	450,553	1,279,156	75,140	4,288,173	531,045	884,214	298,887	29,489	160,382	8,576
Administration allocation	51,635	146,860	9,012	451,657	56,473	–	–	–	–	–
Total expenses	$ 502,188	$1,426,016	$ 84,152	$4,739,830	$ 587,518	$ 884,214	$ 298,887	$ 29,489	$ 160,382	$ 8,576

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Change in net assets	$ 65,771	$ 4,990,626
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,016,683	841,603
Amortization of debt issuance costs	–	10,461
Restricted contributions	–	(11,707)
Net realized and unrealized (gains) losses on investments	(334,810)	1,021,958
Gain on forgiveness of PPP loan	–	(4,442,424)
Change in operating assets and liabilities:		
Patient accounts receivable	(154,916)	(338,909)
Other accounts receivable	1,133,800	17,410
Prepaid expenses	(553,235)	227,491
Accounts payable	(80,202)	28,424
Accrued payroll, vacation and other accruals	(1,036,902)	(1,399,486)
Deferred revenue	(47,144)	(9,084)
Amounts held for patients and other deposits	(8,781)	(580)
Postretirement benefit obligation	(12,382)	5,011
Extended illness leave	33,572	(42,788)
Net cash provided by operating activities	21,454	898,006
Cash flows from investing activities:		
Purchases of property and equipment	(3,443,367)	(776,251)
Net purchases of certificates of deposit	(4,069,245)	–
Change in assets whose use is limited or restricted	18,656	22,756
Proceeds from sale of investments	8,244,125	1,486,501
Purchases of investments	(9,221,883)	(4,765,640)
Net cash used by investing activities	(8,471,714)	(4,032,634)
Cash flows from financing activities:		
Restricted contributions	–	11,707
Proceeds from issuance of long-term debt	1,482,747	17,253
Payments on long-term debt	(246,439)	(246,005)
Net cash provided (used) by financing activities	1,236,308	(217,045)
Net change in cash, restricted cash and cash equivalents	(7,213,952)	(3,351,673)
Cash, cash equivalents and restricted cash at beginning of year	10,978,478	14,330,151
Cash, cash equivalents and restricted cash at end of year	$ 3,764,526	$10,978,478
Supplemental disclosures:		
Interest paid	$ 280,441	$ 296,348

See accompanying notes.

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1. Summary of Significant Accounting Policies

Nature of Operations

The Mental Health Center of Greater Manchester, Inc. (the Center) is a not-for-profit corporation organized under New Hampshire law to provide services in the areas of mental health, and related nonmental health programs. The Center is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Amoskeag Residences, Inc. (Amoskeag), a not-for-profit corporation formed through the Center, was organized to acquire real property in Manchester, New Hampshire and to operate thereon a project group home under a Section 202 direct loan of the National Housing Act. The project is regulated by the United States Department of Housing and Urban Development (HUD), and serves on average 12 chronically mentally ill individuals in New Hampshire. Amoskeag received funding under Section 8 of the National Housing Act and is subject to a housing assistance payments agreement.

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2023, the Center occupies approximately 40,000 square feet of the approximately 65,000 square feet in the building (the Center occupied 44,000 square feet as of June 30, 2022). The remaining square footage is leased to unrelated third parties.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements include the accounts of the Foundation, the Center and Amoskeag, collectively referred to as the Organization. All inter-company transactions and accounts have been eliminated in consolidation.

Use of Estimates

The preparation of consolidated financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

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1. Summary of Significant Accounting Policies (Continued)

Income Taxes

The Organization consists of not-for-profit entities as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying consolidated financial statements and has no material liability for unrecognized tax benefits.

Cash, Cash Equivalents, Restricted Cash and Certificates of Deposit

The Organization considers cash in bank and all other highly liquid investments with an original maturity of three months or less to be cash and cash equivalents. The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced any losses in such accounts and believes it is not exposed to any significant risk on these accounts.

Restricted cash consists of cash received by the Organization for resident deposits and replacement reserves as required by HUD. The cash received is recorded as restricted cash and a corresponding payable or deposit liability is recorded in the accompanying consolidated statements of financial position. The Organization maintains its restricted cash in bank deposit accounts which, at times, may exceed federally insured limits. The Organization has not experienced losses in such accounts and believes it is not exposed to any significant risks on these accounts.

Certificates of deposit that are reported as current have a maturity of twelve months or less, while those reported as long-term have a maturity of over twelve months.

In accordance with Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Statement of Cash Flows (Topic 230): Restricted Cash (a consensus of the FASB Emerging Issues Task Force)*, cash and restricted cash are presented together in the consolidated statement of cash flows.

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the consolidated statements of financial position at that sum to the total of the same such amounts shown in the consolidated statements of cash flows:

	2023	2022
Cash and cash equivalents	$ 3,632,213	$10,840,998
Restricted cash	132,313	137,480
Total cash, cash equivalents and restricted cash	$ 3,764,526	$10,978,478

Docusign Envelope ID: 62AA1459-A8EC-40F1-9C65-B82F4622D11A

1. Summary of Significant Accounting Policies (Continued)

Patient Accounts Receivable

Patient accounts receivable for which the unconditional right to payment exists are receivables if the right to consideration is unconditional and only the passage of time is required before payment of that consideration is due. The estimated uncollectible amounts are generally considered implicit price concessions that are a direct reduction to accounts receivable rather than an allowance for doubtful accounts. Implicit price concessions relate primarily to amounts due directly from patients. Estimated implicit price concessions are recorded for all uninsured accounts, regardless of the aging of those accounts. Accounts are written off when all reasonable internal and external collection efforts have been performed. The estimates for implicit price concessions are based upon management's assessment of historical writeoffs and expected net collections, business and economic conditions, and other collection indicators. Management relies on the results of detailed reviews of historical write-offs and collections as a primary source of information in estimating the collectability of its accounts receivable. Management believes its regular updates to the implicit price concession amounts provide reasonable estimates of revenues and valuations of accounts receivable. These routine, regular changes in estimates have not resulted in material adjustments to the valuations of accounts receivable or period-to-period comparisons of operations.

Other Accounts Receivable

Other accounts receivable consists of amounts due from various grants and contracts entered into with the State of New Hampshire and federal government related to providing mental health services, amounts due from third-party managed care organizations and amounts due for services provided to other not-for-profit organizations. The amounts due from not-for-profit organizations and state and federal grants billed to the respective agencies are expected to be fully collectible. Accordingly, no allowance for doubtful amounts has been established. Amounts due from third-party managed care organizations represent management's best estimate of variable consideration expected to be received, and has been constrained to ensure a significant reversal of revenue will not occur.

Property and Equipment and Construction Commitments

Property and equipment are carried at cost if purchased or at estimated fair value at date of donation in the case of gifts, less accumulated depreciation. The cost of property, equipment and improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 40 years. Maintenance and repairs are charged to expense as incurred. At June 30, 2023 and 2022, the Organization has outstanding construction commitments totaling approximately $825,473 and $3,226,495, respectively, to expand an existing facility. Construction of this facility commenced in June 2022 and was completed in August 2023. A construction loan has been entered into to finance this project. See note 9.

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1. Summary of Significant Accounting Policies (Continued)

Debt Issuance Costs

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The unamortized portion of debt issuance costs is presented as a component of long-term debt.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Program Service Fees

Program service fee revenue is reported at the amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing patient care. These revenues generally relate to contracts with patients in which the Organization's performance obligations are to provide health care services to patients. Revenues are recorded during the period obligations to provide health care services are satisfied. Performance obligations for services are generally satisfied over a period of less than one day.

The contractual relationships with patients, in most cases, also involve a third-party payor (Medicaid, Medicare, managed care organizations and commercial insurance companies) and the transaction prices for the services provided are dependent upon the terms provided by Medicaid, Medicare, managed care organizations and commercial insurance companies, the third-party payors. The payment arrangements with third-party payors for the services provided to related patients typically specify payments at amounts less than standard charges. The Organization receives reimbursement from Medicare, Medicaid and insurance companies at defined rates for services to clients covered by such third-party payor programs. Management continually reviews the revenue recognition process to consider and incorporate updates to laws and regulations and the frequent changes in managed care contractual terms resulting from contract renegotiations and renewals.

Settlements with third-party payors are considered variable consideration and are included in the determination of the estimated transaction price for providing patient care. These settlements are estimated based on the terms of the payment agreement with the payor, correspondence from the payor and the Organization's historical settlement activity, including an assessment to ensure that it is probable that a significant reversal in the amount of cumulative revenue recognized will not occur when the uncertainty associated the adjustment is subsequently resolved. Estimated settlements are adjusted in future periods as adjustments become known.

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1. **Summary of Significant Accounting Policies (Continued)**

Rental Income

Rental income from operating leases leased by third parties is recognized over time on a straight-line basis in nonoperating revenue (expenses) over the noncancelable term of the related leases. Recognition of rental income commences when the tenant takes control of the space. Judgment is required to determine when a tenant takes control of the space, and accordingly, when to commence the recognition of rent. The Organization's leases generally provide for minimum rent and contain renewal options.

State and Federal Grant Revenue and Expenditures

The Center receives a number of grants from, and has entered into various contracts with, the State of New Hampshire and Federal government related to providing mental health services. Revenues and expenses under state and federal grant programs are recognized over time as the related expenditure is incurred. Grant monies that are advanced to the Organization prior to fiscal year end are recorded as deferred revenue until such time funds are expended.

Other Income

Other income predominately pertains to the portion of Medicaid capitated payments that exceed the standard fee for service reimbursement (based on a Department of Health and Human Services rate schedule) that the Center receives. Capitation is a payment methodology under which a provider receives a fixed amount per person to provide health care services to a specified population of patients during a specified time period. The Center is paid the fixed amount per person regardless of whether that person receives services or not. Other components of other income include meaningful use revenues, Medicaid directed payments, and other miscellaneous sources of income that are recognized when earned or upon receipt if the ultimate payment to be received is not estimable.

Performance Indicator

Excess of revenues over expenses is comprised of operating revenues and expenses and nonoperating revenues and expenses. For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of health care services are reported as operating revenue and expenses. Peripheral or incidental transactions are reported as nonoperating revenues or expenses, which include contributions, rental activities, net investment return, other nonoperating expenses, and contributions to charitable organizations.

Net Assets With Donor Restrictions

Gifts are reported as restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), restricted net assets are reclassified as net assets without donor restrictions and reported in the consolidated statement of operations as either net assets released from restrictions for operations (for noncapital-related items) or net assets released from restrictions for property, plant and equipment (for capital-related items). Some restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

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1. Summary of Significant Accounting Policies (Continued)

Except for contributions related to capital purchases, donor-restricted contributions whose restrictions are met within the same year as received are reported as contributions without donor restrictions in the accompanying consolidated financial statements.

Assets Whose Use is Limited or Restricted

Assets whose use is limited or restricted consist of donor-restricted funds.

Investments and Investment Income

Investments, including assets whose use is limited or restricted, are measured at fair value in the consolidated statements of financial position. Interest income on operating cash is reported within operating revenues. Net investment return on investments and assets whose use is limited or restricted (including realized and unrealized gains and losses on investments, investment fees and interest and dividends) is reported as nonoperating revenues and expenses. The Organization has elected to reflect changes in the fair value of investments and assets whose use is limited or restricted, including both increases and decreases in value whether realized or unrealized in nonoperating revenues or expenses.

Investment Return Objectives, Risk Parameters and Strategies

The Foundation has board designated and endowment assets. The Foundation has adopted investment policies, approved by the Board of Directors, for endowment assets that attempt to maintain the purchasing power of those endowment assets over the long term. Accordingly, the investment process seeks to achieve an after-cost total real rate of return, including investment income as well as capital appreciation, which exceeds the annual distribution with acceptable levels of risk. Endowment assets are invested in a well-diversified asset mix, which includes equity and debt securities, that is intended to result in a consistent inflation-protected rate of return that has sufficient liquidity to make an annual distribution of accumulated interest and dividend income to be reinvested or used as needed, while growing the funds if possible. Actual returns in any given year may vary from this amount. Investment risk is measured in terms of the total endowment fund; investment assets and allocation between asset classes and strategies are managed to reduce the exposure of the fund to unacceptable levels of risk.

Spending Policy for Appropriation of Assets for Expenditure

The Board of Directors of the Foundation determines the method to be used to appropriate endowment funds for expenditure. As a guideline, approximately 5% of the total value of the three year quarterly average of available funds is intended to be distributed annually. The corresponding calculated spending allocations are distributed in an annual installment from the current net total or accumulated net total investment returns for individual endowment funds. In establishing this policy, the Board of Directors considered the expected long-term rate of return on its endowment.

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1. **Summary of Significant Accounting Policies (Continued)**

Retirement Benefits

The Center maintains a tax-sheltered annuity benefit program, which covers substantially all employees. Eligible employees may contribute up to maximum limitations (set annually by the IRS) of their annual salary. After one year's employment, the employee's contributions are matched by the Center up to 5% of their annual salary. The combined amount of employee and employer contributions is subject by law to yearly maximum amounts. The employer match was $748,014 and $754,330 for the years ended June 30, 2023 and 2022, respectively.

Extended Illness Leave Plan

The Center sponsors an unfunded extended illness leave plan for employees. Employees with at least 10 years of service are eligible to receive a lump sum payout of up to 100% of any accrued unused extended illness leave, based upon years of service at retirement. The Center incurred extended illness leave expenses totaling $53,370 and $64,478 during the years ended June 30, 2023 and 2022, respectively. The Center expects to make employer contributions totaling $34,500 for the fiscal year ending June 30, 2024. Liabilities recognized are based on a third party actuarial analysis.

The following table sets forth the change in the Center's extended illness leave plan liability during the years ended June 30:

	2023	2022
Statement of financial position liability at beginning of year	$(446,234)	$(489,022)
Net actuarial gain arising during the year	17,521	17,759
Increase from current year service and interest cost	(60,559)	(64,478)
Contribution made during the year	9,466	89,507
Statement of financial position liability at end of year	$(479,806)	$(446,234)

Postretirement Health Benefit Plan

The Center sponsors an unfunded defined benefit postretirement plan covering certain of its employees (employed prior to January 1, 1997). In 2007, all eligible active employees were offered and accepted a buyout of the program leaving the plan to provide medical benefits to eligible retired employees. As a result, no additional employees will be enrolled in the plan. Only current retirees participate in the plan.

During 1997, the Center amended the plan to freeze monthly premiums at their December 31, 1996 level and to no longer provide the postretirement benefit to employees hired after December 31, 1996. The Center recognized a net postretirement health benefit totaling $633 and $833 during the years ended June 30, 2023 and 2022, respectively. The Center expects to make employer contributions totaling $10,400 for the fiscal year ending June 30, 2024.

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1. **Summary of Significant Accounting Policies (Continued)**

The following table sets forth the change in the Center's postretirement health benefit plan liability, as calculated by a third party actuary during the years ended June 30:

	2023	2022
Statement of financial position liability at beginning of year	$ (63,525)	$ (58,514)
Net actuarial gain (loss) arising during the year	740	(17,706)
Increase from current year service and interest cost	(2,584)	(1,531)
Contributions made during the year	14,226	14,226
Statement of financial position liability at end of year	$ (51,143)	$ (63,525)

Malpractice Loss Contingencies

The Center has an occurrence basis policy for its malpractice insurance coverage. An occurrence basis policy provides specific coverage for claims resulting from incidents that occur during the policy term, regardless of when the claims are reported to the insurance carrier. The possibility exists, as a normal risk of doing business, that malpractice claims in excess of insurance coverage may be asserted against the Center. In the event a loss contingency should occur, the Center would give it appropriate recognition in its consolidated financial statements.

Functional Expense Allocation

The costs of providing program services and other activities have been summarized on a functional basis in the consolidating statement of functional expenses. Accordingly, costs have been allocated among program services and supporting services benefitted.

Leases

In February 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-02, *Leases (Topic 842)*. Under ASU 2016-02, at the commencement of a long-term lease, lessees are required to recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. The guidance is effective for the Organization on July 1, 2022. Subsequently, the FASB issued ASU 2018-11, *Leases (Topic 842): Targeted Improvements*, which is intended to reduce costs and ease implementation of the leases standard for financial statement preparers. Under these standards, lessees (for capital and operating leases) may initially apply the new leases standard at the adoption date and recognize a cumulative-effect adjustment at the opening balance of shareholders' equity while continuing to present comparative periods in accordance with current U.S. GAAP in Topic 841, *Leases*. The Organization adopted these standards on July 1, 2022. See note 10 for a discussion of the Organization's adoption of these standards and its impact on the financial statements and related disclosures.

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1. Summary of Significant Accounting Policies (Continued)

At inception of a contract, the Organization determines if a contract meets the definition of a lease. A lease is a contract, or part of a contract, that conveys the right to control the use of identified property, plant, or equipment (an identified asset) for a period of time in exchange for consideration. The Organization determines if the contract conveys the right to control the use of an identified asset for a period of time. The Organization assesses throughout the period of use whether the Organization has both of the following: (1) the right to obtain substantially all of the economic benefits from use of the identified asset, and (2) the right to direct the use of the identified asset. This determination is reassessed if the terms of the contract are changed. Leases are classified as operating or finance leases based on the terms of the lease agreement and certain characteristics of the identified asset. Right-of-use assets and lease liabilities are recognized at lease commencement date based on the present value of the minimum future lease payments.

The Organization applies ASC 842, *Leases*, to account for its operating leases. Operating lease liabilities are recognized at the lease commencement date based on the present value of lease payments over the lease term. The Organization uses the risk-free rate based on the information available at the lease commencement date determining the present value of future payments because the implicit rate of the lease is generally not known. The expected lease term for leases commencing after the adoption of ASC 842 includes noncancelable lease periods and, when applicable, periods covered by an option to extend the lease if the Organization is reasonably certain to exercise that option, as well as periods covered by an option to terminate the lease if the Organization is reasonably certain not to exercise that option. Operating lease right-of-use (ROU) assets related to the operating lease liabilities are measured at lease inception based on the initial measurement of lease liability, plus any prepaid lease payments and less any lease incentives. The ROU assets are amortized as operating lease expense generally on a straight-line basis over the lease term, and both the lease amortization and imputed interest are classified as operating expenses.

Subsequent Events

Events occurring after the consolidated statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated subsequent events through January 26, 2024 which is the date the consolidated financial statements were available to be issued.

2. Program Service Fees From Third-Party Payors

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid - The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations for services rendered to Medicaid clients on the basis of fixed fee for service and case rates.

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2. Program Service Fees From Third-Party Payors (Continued)

Approximately 79% and 78% of program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the years ended June 30, 2023 and 2022, respectively. Laws and regulations governing the Medicaid programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

3. Patient Accounts and Other Receivables

Patient accounts receivable consists of the following at June 30:

	2023	2022	2021
Due from clients	$ 273,957	$ 117,302	$191,284
Managed Medicaid	80,163	172,440	226,030
Medicaid receivable	284,203	276,112	269,081
Medicare receivable	56,033	76,042	71,902
Other insurance	648,482	546,026	90,716
	$1,342,838	$1,187,922	$849,013

Other accounts receivable consists of the following at June 30:

	2023	2022	2021
State and federal grants receivable	$ 486,342	$1,044,868	$ 903,799
Amounts due (to) from third-party payors	(647,818)	264,062	393,170
Amounts due from other not-for-profit organizations	635,060	298,454	327,825
	$ 473,584	$1,607,384	$1,624,794

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4. Investments and Assets Whose Use is Limited or Restricted

Investments and Certificates of Deposit

Investments, stated at fair value, are comprised of the following at June 30:

	2023	2022
Cash and cash equivalents	$ 39,188	$1,736,037
Certificate of deposit – APA reserve	258,761	258,632
Certificates of deposit - other	4,069,245	–
Fixed income securities	735,118	764,002
Mutual funds	6,216,204	4,424,204
Marketable alternative investments measured at net asset values	344,518	351,623
Money market funds	1,253,277	–
	$12,916,311	$7,534,498

Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is as follows at June 30:

	2023	2022
Donor restricted:		
Cash and cash equivalents	$ 2,134	$115,565
Fixed income securities	40,021	50,858
Common stock and mutual funds	406,654	301,042
	$448,809	$467,465

Interest and dividend income, investment fees and net realized and unrealized gains and losses from assets whose use is limited and investments included in nonoperating revenues and expenses are comprised of the following at June 30:

	2023	2022
Interest and dividend income:		
Without donor restrictions	$ 253,275	$ 230,343
With donor restrictions	(8,402)	9,479
Investment fees:		
Without donor restrictions	(36,682)	(32,216)
With donor restrictions	1,217	(1,326)
Net realized (losses) gains:		
Without donor restrictions	(131,799)	62,118
With donor restrictions	4,372	2,556
Net unrealized gains (losses):		
Without donor restrictions	477,603	(1,043,700)
With donor restrictions	(15,843)	(42,949)
	$ 543,741	$ (815,695)

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5. Fair Value Measurements

Fair value is defined as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. In determining fair value, the use of various valuation approaches, including market, income and cost approaches, is permitted.

A fair value hierarchy has been established based on whether the inputs to valuation techniques are observable or unobservable. Observable inputs reflect market data obtained from sources independent of the reporting entity and unobservable inputs reflect the entity's own assumptions about how market participants would value an asset or liability based on the best information available. Valuation techniques used to measure fair value must maximize the use of observable inputs and minimize the use of unobservable inputs. The standard describes a fair value hierarchy based on three levels of inputs, of which the first two are considered observable and the last unobservable, that may be used to measure fair value.

The following describes the hierarchy of inputs used to measure fair value and the primary valuation methodologies used by the Organization for financial instruments measured at fair value on a recurring basis. The three levels of inputs are as follows:

Level 1 - Observable inputs such as quoted prices in active markets;

Level 2 - Inputs, other than the quoted prices in active markets, that are observable either directly or indirectly; and

Level 3 - Unobservable inputs in which there is little or no market data.

Assets and liabilities measured at fair value are based on one or more of three valuation techniques. The three valuation techniques are as follows:

- *Market approach* – Prices and other relevant information generated by market transactions involving identical or comparable assets or liabilities;
- *Cost approach* – Amount that would be required to replace the service capacity of an asset (i.e., replacement cost); and
- *Income approach* – Techniques to convert future amounts to a single present amount based on market expectations (including present value techniques).

In determining the appropriate levels, the Organization performs a detailed analysis of the assets and liabilities. There have been no changes in the methodologies used at June 30, 2023 or 2022.

The following is a description of the valuation methodologies used:

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5. Fair Value Measurements (Continued)

Certificates of Deposit and Fixed Income Securities

The fair value is determined by using broker or dealer quotations, external pricing providers, or alternative pricing sources with reasonable levels of price transparency, which are primarily classified as Level 1 within the fair value hierarchy.

Mutual Funds

Mutual funds are valued based on the closing net asset value (NAV) of the fund as reported in the active market in which the security is traded, which generally results in classification as Level 1 within the fair value hierarchy.

Alternative Investments Measured at NAV

The Organization invests in certain alternative investments that may include limited partnership interests in investment funds, which, in turn, invest in diversified portfolios predominantly comprised of equity and fixed income securities, as well as options, futures contracts, and some other less liquid investments. Management has approved procedures pursuant to the methods in which the Organization values these investments at fair value, which ordinarily will be the amount equal to the pro-rata interest in the net assets of the limited partnership, as such value is supplied by, or on behalf of, each investment from time to time, usually monthly and/or quarterly by the investment manager. These investments are classified at net asset value.

Organization management is responsible for the fair value measurements of alternative investments reported in the consolidated financial statements. Such amounts are generally determined using audited financial statements of the funds and/or recently settled transactions. Because of inherent uncertainty of valuation of certain alternative investments, the estimate of the fund manager or general partner may differ from actual values, and differences could be significant. Management believes that reported fair values of its alternative investments at the consolidated statement of financial position dates are reasonable.

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5. Fair Value Measurements (Continued)

The following table presents by level, within the fair value hierarchy, the Foundation investments and assets limited as to use, as of June 30, 2023 and 2022. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

Description	Level 1	Level 2	Level 3	Total
2023				
Cash and cash equivalents	$ 41,322	$ –	$ –	$ 41,322
Certificates of deposit	4,328,006	–	–	4,328,006
Fixed income:				
Corporate bonds	775,139	–	–	775,139
U.S. Government bonds	20,000	–	–	20,000
Money market fund	1,253,277	–	–	1,253,277
Mutual funds:				
Bank loan	215,918	–	–	215,918
Emerging markets equity	226,076	–	–	226,076
Global balance/asset allocation fund	385,727	–	–	385,727
Intermediate/long-term high quality U.S.	131,353	–	–	131,353
Large cap foreign equity	965,464	–	–	965,464
Large cap U.S. blend equity	1,715,927	–	–	1,715,927
Large cap U.S. growth equity	163,379	–	–	163,379
Large cap U.S. value equity	439,545	–	–	439,545
Market neutral	179,797	–	–	179,797
Multi-alternative	219,884			219,884
Sector	619,668	–	–	619,668
Short-term bond	275,095	–	–	275,095
Small cap U.S. value equity	526,818	–	–	526,818
Strategic income	466,367	–	–	466,367
Ultrashort bond	71,840	–	–	71,840
	$13,020,602	$ –	$ –	13,020,602
Marketable alternative investments measured at NAV				344,518
				$13,365,120

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5. Fair Value Measurements (Continued)

Description	Level 1	Level 2	Level 3	Total
2022				
Cash and cash equivalents	$ 1,766,104	$ –	$ –	$ 1,766,104
Certificate of deposit	258,632	–	–	258,632
Fixed income:				
Corporate bonds	777,234	–	–	777,234
U.S. Government bonds	20,000	–	–	20,000
Mutual funds:				
Emerging markets equity	115,660	–	–	115,660
Global bond	102,547	–	–	102,547
Global equity – large cap	84,645	–	–	84,645
Intermediate/long-term high quality U.S.	152,739	–	–	152,739
Large cap foreign equity	427,190	–	–	427,190
Large cap U.S. blend equity	1,327,234	–	–	1,327,234
Large cap U.S. value equity	864,508	–	–	864,508
Market neutral	126,675	–	–	126,675
Sector	447,238	–	–	447,238
Short-term bond	284,909	–	–	284,909
Small cap U.S. value equity	268,971	–	–	268,971
Strategic income	252,994	–	–	252,994
Tactical	145,326	–	–	145,326
Ultrashort bond	227,734	–	–	227,734
	$ 7,650,340	$ –	$ –	7,650,340
Marketable alternative investments measured at NAV				351,623
				$ 8,001,963

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6. Property and Equipment

Property and equipment consisted of the following at June 30:

	2023	2022
Operating properties:		
Land	$ 1,871,180	$ 1,917,370
Buildings and improvements	14,303,894	14,526,184
Furniture and equipment	3,931,677	3,620,258
Construction in process	3,063,577	308,090
	23,170,328	20,371,902
Less accumulated depreciation	(9,589,068)	(8,744,398)
	13,581,260	11,627,504
Commercial rental properties:		
Land	279,848	233,658
Buildings and improvements	3,627,564	3,028,816
	3,907,412	3,262,474
Less accumulated depreciation	(552,654)	(380,644)
	3,354,758	2,881,830
	$16,936,018	$14,509,334

Depreciation expense for the year ended June 30, 2023 was $1,016,683 of which $965,903 is reflected in operations and $50,780 is reflected in nonoperating activity related to rental properties. Depreciation expense for the year ended June 30, 2022 was $841,603 of which $756,920 is reflected in operations and $84,683 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

	2023	2022
TUFTS Senior Grant	$13,425	$55,304
Miscellaneous deferred revenue	6,064	604
YEP grant funds	15,440	26,165
	$34,929	$82,073

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8. Line of Credit

As of June 30, 2023 and 2022, the Center had available a line of credit with a bank providing for maximum borrowings of $2,500,000. There were no borrowings outstanding at June 30, 2023 and 2022. The line is secured by all business assets of the Center and was not utilized as of June 30, 2023. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2023). The line of credit is due on demand and is set to expire on April 30, 2024.

9. Long-Term Debt

On April 20, 2020, the Organization entered into a promissory note for an unsecured loan in the amount of $4,390,000 through the Paycheck Protection Program (PPP) established by the CARES Act and administered by the U.S. Small Business Administration (SBA). The PPP provides loans to qualifying organizations for amounts up to 2.5 times the average monthly payroll expenses of the qualifying organization. The loan and accrued interest had original terms that were forgivable as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels for an eight-week period or a 24-week covered period, as defined. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the covered period. Certain modifications to PPP loan terms were signed into law in June 2020 and October 2020 that changed the forgiveness, covered period, deferral period and forgiveness periods. The PPP loan was made for the purpose of securing funding for salaries and wages of employees that may have otherwise been displaced by the outbreak of COVID-19 and the resulting detrimental impact on the Organization's operations. The loan bore interest at 1.0%, with principal and interest payments deferred until the date the SBA remits forgiveness to the lender or ten months following the end of the covered period. After that, the loan and interest would be paid back over a period of two years, if the loan is not forgiven under the terms of the PPP.

On August 2, 2021, the Organization received approval for full forgiveness from the SBA. Upon receiving full forgiveness during the year ended June 30, 2022, the Organization recorded a gain on extinguishment of long-term debt for the full $4,390,000 and forgiven accrued interest of $52,424 for a total amount recognized of $4,442,424.

On May 25, 2022, the Organization entered into a promissory note with the New Hampshire Housing Finance Authority (NHHFA). NHHFA provides for construction advances and will provide up to $1,500,000 interest free for the use of construction and renovations of 323 Manchester Street in the City of Manchester, New Hampshire. If the Organization remains compliant with the note's requirements, the note will be extinguished in full after a term of thirty years. As of June 30, 2023, the full $1,500,000 of the loan has been drawn against incurred construction costs to date.

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9. Long-Term Debt (Continued)

Long-term debt consisted of the following at June 30:

	2023	2022
Bond payable to a bank, due July 2027, with interest only payments at 3.06% through February 2026. Fixed principal payments commence March 2026. Secured by specific real estate	$5,760,000	$5,760,000
Note payable to a bank, due March 2026, monthly principal payments of $23,433, plus interest at a 4.4% interest rate per annum. Secured by specific real estate	704,285	937,289
Note payable to a bank, due July 2025, monthly principal and interest payments of $1,221 at a 3.27% interest rate. Secured by specific real estate	29,524	42,959
Promissory note payable to NHHFA for construction and renovations, no monthly principal or interest payments	1,500,000	17,253
	7,993,809	6,757,501
Less current portion	(248,019)	(246,442)
Less unamortized debt issuance costs	(53,176)	(53,176)
	$7,692,614	$6,457,883

In connection with the line of credit, note payable and bond payable agreements, the Center is required to comply with certain restrictive financial covenants including, but not limited to, debt service coverage and days cash on hand ratios. At June 30, 2023, the Organization was in compliance with these restrictive covenants.

Aggregate principal payments on long-term debt due within the next five years and thereafter are as follows:

Year ending June 30:	
2024	$ 248,019
2025	247,362
2026	314,486
2027	292,857
2028	277,957
Thereafter	6,613,128
	$7,993,809

Interest expense for the years ending June 30, 2023 and 2022 was $227,163 and $253,531, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of $10,461 is reflected in interest expense at June 30, 2022. The remaining balance of $227,163 and $243,070, respectively, is interest related to the above debt for the years ended June 30, 2023 and 2022, respectively.

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10. Leases

Adoption of ASC Topic 842, Leases (ASC 842)

ASC 842 became effective for the Organization on July 1, 2022 and was adopted using the modified retrospective method for all leases that had commenced as of the effective date, along with certain available practical expedients. The Organization elected to recognize any effects of applying the new standards as a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption, which there were none. In addition, the Organization elected to adopt the package of practical expedients permitted under the transition guidance within the new standard. The practical expedient package applied to leases that commenced prior to the effective date of the new standard and permits a reporting entity not to: 1) reassess whether any expired or existing contracts are or contain leases, ii) reassess the historical lease classification for any expired or existing leases, and iii) reassess initial direct costs for any existing leases. The reporting results for 2023 reflect the application of ASC 842 guidance while the historical results for 2022 were prepared under the guidance of ASC 842. The adoption of the new standard did not have a significant impact upon the Organization's statements of operations and cash flows. The adoption of the new standard resulted in the following impact to the statements of financial position: the recording of right-of-use assets and corresponding lease liabilities pertaining to the Organization's operating leases on the statements of financial position.

Operating Leases

On July 1, 2022, the Organization recorded new operating lease right-of-use assets and operating lease liabilities of $51,126 for its leases. The operating leases are included in the operating lease right-of-use assets, current portion of operating lease liabilities, and operating lease liabilities on the accompanying statements of financial position as of June 30, 2023. These assets and liabilities were recognized on July 1, 2022 based on the present value of remaining lease payments over the lease term using the risk-free rate as of July 1, 2022.

During the year ended June 30, 2023, the total lease cost associated with the Organization's operating leases was $40,186.

Lease cash flow and supplemental noncash information for the year ended June 30, 2023 are as follows:

Operating leases – operating cash flows (fixed payments)	$40,186
Operating leases – new right-of-use assets and operating lease liabilities recorded under adoption of ASC 842	–

Lease Term and Discount Rate

Lease term and discount rate are as follows for the fiscal year ended June 30, 2023:

Weighted-average remaining lease term (in years)	0.75
Weighted-average discount rate	2.83%

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10. Leases (Continued)

As of June 30, 2023, maturities of operating lease liabilities for the following years were as follows:

2024	$10,508
2025	1,255
Total undiscounted operating lease payments	11,763
Less imputed interest	(109)
	$11,654

Rent expense for the year ended June 30, 2022 was $93,751.

11. Leases in Financial Statements of Lessors

In July 2017, the Center acquired an office building it previously partially leased located at 2 Wall Street in Manchester, New Hampshire. The Center leases the real estate it does not occupy to nonrelated third parties. Aggregate future minimum lease payments to be received from tenants under noncancelable operating leases with terms of one year or more as of June 30, 2023 are as follows:

2024	$313,872
2025	194,205
2026	141,626
2027	41,010
	$690,713

Rental revenue related to these noncancelable operating leases was $410,186 and $397,385 for the years ended June 30, 2023 and 2022, respectively.

12. Concentrations of Credit Risk

The Center grants credit without collateral to its clients, most who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors is as follows at June 30:

	2023	2022
Due from clients	41%	38%
Managed Medicaid	9	11
Medicaid receivable	11	12
Medicare receivable	3	4
Other insurance	36	35
	100%	100%

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13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	2023	2022
Purpose restriction:		
Educational scholarships and program related activities	$216,512	$235,168
Perpetual in nature:		
Investments to be held in perpetuity, the income from which is restricted to support educational scholarships and program related activities	232,297	232,297
	$448,809	$467,465

14. Liquidity and Availability

Financial assets available for general expenditure within one year of the statement of financial position date, consist of the following at June 30, 2023:

Financial assets at year end:	
Cash and cash equivalents	$ 3,632,213
Patient accounts receivable	1,342,838
Other accounts receivable	473,584
Certificates of deposit	4,069,245
Investments	8,847,066
Financial assets available to meet general expenditures within one year	$18,364,946

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

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Supplementary Information

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2023

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$ 3,469,618	$ 48,772	$104,478	$ 9,345	$ 3,632,213
Restricted cash	4,060	–	128,253	–	132,313
Certificates of deposit – current portion	2,021,710	–	–	–	2,021,710
Patient accounts receivable	1,342,838	–	–	–	1,342,838
Other accounts receivable	476,432	(35)	(2,813)	–	473,584
Due from affiliate	351,123	–	–	(351,123)	–
Investments – short-term	258,761	–	–	–	258,761
Prepaid expenses	857,287	–	19	–	857,306
Total current assets	8,781,829	48,737	229,937	(341,778)	8,718,725
Investments – long-term	1,062,042	7,526,263	–	–	8,588,305
Assets whose use is limited or restricted	–	448,809	–	–	448,809
Certificates of deposit – long term	2,047,535	–	–	–	2,047,535
Operating lease right-of-use assets	11,654	–	–	–	11,654
Property and equipment, net of accumulated depreciation	16,751,278	–	184,740	–	16,936,018
Total assets	$28,654,338	$8,023,809	$414,677	$(341,778)	$36,751,046

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 252,197	$ –	$ 2,097	$ –	$ 254,294
Accrued payroll, vacation and other accruals	2,215,113	710	2,586	–	2,218,409
Deferred revenue	34,929	–	–	–	34,929
Due to affiliate	–	241,778	100,000	(341,778)	–
Current portion of operating lease liabilities	10,411	–	–	–	10,411
Current portion of long-term debt	233,004	–	15,015	–	248,019
Amounts held for patients and other deposits	10,126	–	2,664	–	12,790
Total current liabilities	2,755,780	242,488	122,362	(341,778)	2,778,852
Extended illness leave, long term	479,806	–	–	–	479,806
Post-retirement benefit obligation	51,143	–	–	–	51,143
Operating lease liabilities, net of current portion	1,243	–	–	–	1,243
Long-term debt, less current maturities and unamortized debt issuance costs	7,678,105	–	14,509	–	7,692,614
Total liabilities	10,966,077	242,488	136,871	(341,778)	11,003,658
Net assets:					
Without donor restrictions	17,688,261	7,332,512	277,806	–	25,298,579
With donor restrictions	–	448,809	–	–	448,809
Total net assets	17,688,261	7,781,321	277,806	–	25,747,388
Total liabilities and net assets	$28,654,338	$8,023,809	$414,677	$(341,778)	$36,751,046

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2023

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$30,532,466	$ –	$ –	$ –	$30,532,466
Fees and grants from government agencies	7,511,455	–	–	–	7,511,455
Program rental income	114,616	–	–	221,575	336,191
Interest income	104,342	–	–	–	104,342
Other income	5,889,589	–	–	44	5,889,633
Total revenues and other support	44,152,468	–	–	221,619	44,374,087
Operating expenses:					
Program services:					
Children and adolescents	6,654,843	–	–	–	6,654,843
Emergency services	1,781,991	–	–	–	1,781,991
Vocational services	669,761	–	–	–	669,761
Noneligibles	1,690,457	–	–	–	1,690,457
Multiservice team	10,320,641	–	–	–	10,320,641
ACT team	4,400,148	–	–	–	4,400,148
Crisis unit	7,248,723	–	–	–	7,248,723
Community residences and support living	1,646,842	–	–	–	1,646,842
HUD residences	–	–	–	187,612	187,612
Housing bridge program	609,431	–	–	–	609,431
Other	4,586,120	–	–	–	4,586,120
Total program services	39,608,957	–	–	187,612	39,796,569
Support services:					
Management and general	4,828,544	–	–	29,452	4,857,996
Operating property	467,264	–	–	–	467,264
Interest expense	225,941	–	–	1,222	227,163
Total operating expenses	45,130,706	–	–	218,286	45,348,992
Loss from operations	(978,238)	–	–	3,333	(974,905)

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2023

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Loss from operations	$ (978,238)	$ –	$ –	$ 3,333	$ (974,905)
Nonoperating revenue (expenses):					
Commercial rental income	410,186	–	–	–	410,186
Rental property expense	(220,859)	–	–	–	(220,859)
Contributions	314,702	1,620	–	–	316,322
Net investment gain	–	562,397	(18,656)	–	543,741
Dues	–	(5,040)	–	–	(5,040)
Miscellaneous expenses	–	(3,674)	–	–	(3,674)
Nonoperating revenue (expenses), net	504,029	555,303	(18,656)	–	1,040,676
Excess (deficiency) of revenues over expenses	(474,209)	555,303	(18,656)	3,333	65,771
Net transfer (to) from affiliate	302,000	(302,000)	–	–	–
Increase (decrease) in net assets	(172,209)	253,303	(18,656)	3,333	65,771
Net assets at beginning of year	17,816,377	7,123,302	467,465	274,473	25,681,617
Net assets at end of year	$17,644,168	$7,376,605	$448,809	$277,806	$25,747,388

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2023

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2023	$383,842	$3,318,016	$(3,452,579)	$249,279

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 14, 2022	$ 147,001
August 1, 2022	16,956
August 26, 2022	99,000
August 29, 2022	100,395
August 30, 2022	12,283
September 22, 2022	103,098
October 6, 2022	223,676
October 19, 2022	12,887
October 25, 2022	212,424
November 8, 2022	99,000
November 23, 2022	145,596
December 12, 2022	136,356
January 3, 2023	213,948
January 18, 2023	15,257
January 23, 2023	101,880
January 24, 2023	242,889
March 2, 2023	103,033
March 28, 2023	41,877
April 5, 2023	101,609
April 17, 2023	555,423
April 18, 2023	61,800
April 28, 2023	885
May 16, 2023	128,097
May 26, 2023	101,827
June 6, 2023	102,313
June 14, 2023	171,505
June 16, 2023	11,426
June 21, 2023	99,000
June 26, 2023	18,416
June 27, 2023	72,722
	$3,452,579

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2023

	Total Agency	Administration	Total Center Programs	Mental Health: Child and Adolescents	Mental Health: Emergency Services	Mental Health: Vocational Services	Mental Health: Non-Eligibles	Mental Health: Multi-Service Team
Program service fees:								
Net client fees	$ 1,791,854	$ –	$ 1,791,854	$ 1,064,565	$ 200,989	$ 943	$ (60,633)	$ 292,965
HMO's	825,574	–	825,574	20,725	17,964	–	252,714	325,948
Blue Cross/Blue Shield	1,434,390	–	1,434,390	(28,623)	168,255	–	315,537	416,671
Medicaid	25,015,790	–	25,015,790	8,886,257	742,646	290,697	210,525	7,775,182
Medicare	1,110,571	–	1,110,571	1,315	13,677	2	168,612	803,335
Other insurance	359,950	–	359,950	51,206	(95,984)	1,000	120,784	216,366
Other program fees	(5,663)	–	(5,663)	(23)	(2,293)	–	(984)	(1,593)
	30,532,466	–	30,532,466	9,995,422	1,045,254	292,642	1,006,555	9,828,874
Local and county government:								
Division for Children, youth and families	3,540	–	3,540	3,540	–	–	–	–
Federal funding path	43,725	–	43,725	–	–	–	–	–
Rental income	336,191	–	114,616	–	–	–	–	–
Interest income	104,342	–	104,342	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	3,318,016	–	3,318,016	21,813	–	40,622	2,034	7,578
Other revenues	10,035,807	–	10,035,762	1,669,801	691,252	124,926	120,896	1,028,502
	13,841,621	–	13,620,001	1,695,154	691,252	165,548	122,930	1,036,080
Total program revenues	$44,374,087	$ –	$44,152,467	$11,690,576	$ 1,736,506	$ 458,190	$ 1,129,485	$10,864,954

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	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ 107,548	$ 79,778	$ (381)	$ 1,626	$ –	$ 104,454	$ –	$ –
HMO's	(1,462)	151,355	–	–	–	58,330	–	–
Blue Cross/Blue Shield	(6,960)	533,764	–	–	–	35,746	–	–
Medicaid	2,881,400	2,706,807	887,061	539,558	1,500	94,157	–	–
Medicare	94,863	12	5	–	–	28,750	–	–
Other insurance	(6,297)	62,872	–	(1,164)	–	11,167	–	–
Other program fees	(23)	(740)	–	(7)	–	–	–	–
	3,069,069	3,533,848	886,685	540,013	1,500	332,604	–	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Federal funding path	–	–	–	–	–	43,725	–	–
Rental income	–	–	–	103,589	–	11,027	–	221,575
Interest income	–	–	–	–	–	104,342	–	–
BBH:								
Bureau of Behavioral Health	473,139	2,462,215	354	1,098	63,162	246,001	–	–
Other revenues	985,537	477,280	26,389	222,230	21	4,221,819	467,109	45
	1,458,676	2,939,495	26,743	326,917	63,183	4,626,914	467,109	221,620
Total program revenues	$ 4,527,745	$ 6,473,343	$ 913,428	$ 866,930	$ 64,683	$ 4,959,518	$ 467,109	$ 221,620

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2022

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$10,743,578	$ 46,235	$ 44,849	$ 6,336	$10,840,998
Restricted cash	4,059	–	133,421	–	137,480
Patient accounts receivable	1,187,922	–	–	–	1,187,922
Other accounts receivable	1,606,473	(35)	946	–	1,607,384
Due from affiliate	194,390	–	–	(194,390)	–
Investments – short-term	258,632	–	–	–	258,632
Prepaid expenses	302,767	–	1,304	–	304,071
Total current assets	14,297,821	46,200	180,520	(188,054)	14,336,487
Investments – long-term	10,000	7,265,866	–	–	7,275,866
Assets whose use is limited or restricted	–	467,465	–	–	467,465
Property and equipment, net of accumulated depreciation	14,365,512	–	143,822	–	14,509,334
Total assets	$28,673,333	$7,779,531	$324,342	$(188,054)	$36,589,152

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 332,399	$ –	$ 2,097	$ –	$ 334,496
Accrued payroll, vacation and other accruals	3,252,015	710	2,586	–	3,255,311
Deferred revenue	82,073	–	–	–	82,073
Due to affiliate	–	188,054	–	(188,054)	–
Current portion of long-term debt	231,427	–	15,015	–	246,442
Amounts held for patients and other deposits	19,344	–	2,227	–	21,571
Total current liabilities	3,917,258	188,764	21,925	(188,054)	3,939,893
Extended illness leave, long term	446,234	–	–	–	446,234
Post-retirement benefit obligation	63,525	–	–	–	63,525
Long-term debt, less current maturities and unamortized debt issuance costs	6,429,939	–	27,944	–	6,457,883
Total liabilities	10,856,956	188,764	49,869	(188,054)	10,907,535
Net assets:					
Without donor restrictions	17,816,377	7,123,302	274,473	–	25,214,152
With donor restrictions	–	467,465	–	–	467,465
Total net assets	17,816,377	7,590,767	274,473	–	25,681,617
Total liabilities and net assets	$28,673,333	$7,779,531	$324,342	$(188,054)	$36,589,152

Docusign Envelope ID: 62AA1459-A8EC-40F1-9C65-B82F4622D11A

MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2022

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$30,930,838	$ –	$ –	$ –	$30,930,838
Fees and grants from government agencies	9,655,292	–	–	–	9,655,292
Program rental income	133,413	–	–	184,543	317,956
Interest income	37,024	–	–	–	37,024
Other income	6,066,511	–	–	23	6,066,534
Total revenues and other support	46,823,078	–	–	184,566	47,007,644
Operating expenses:					
Program services:					
Children and adolescents	6,508,139	–	–	–	6,508,139
Emergency services	1,439,486	–	–	–	1,439,486
Vocational services	736,943	–	–	–	736,943
Noneligibles	1,713,385	–	–	–	1,713,385
Multiservice team	10,964,311	–	–	–	10,964,311
ACT team	4,544,419	–	–	–	4,544,419
Crisis unit	7,761,365	–	–	–	7,761,365
Community residences and support living	1,727,509	–	–	–	1,727,509
HUD residences	–	–	–	160,369	160,369
Housing bridge program	531,045	–	–	–	531,045
Other	4,363,313	–	–	–	4,363,313
Total program services	40,289,915	–	–	160,369	40,450,284
Support services:					
Management and general	4,692,236	–	–	29,489	4,721,725
Operating property	633,221	–	–	–	633,221
Interest expense	251,875	–	–	1,656	253,531
Total operating expenses	45,867,247	–	–	191,514	46,058,761
Income (loss) from operations	955,831	–	–	(6,948)	948,883

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2022

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Income (loss) from operations	$ 955,831	$ –	$ –	$ (6,948)	$ 948,883
Nonoperating revenue (expenses):					
PPP loan forgiveness	4,442,424	–	–	–	4,442,424
Commercial rental income	397,385	–	–	–	397,385
Rental property expense	(299,300)	–	–	–	(299,300)
Contributions	313,765	20,312	11,707	–	345,784
Net investment gain	–	(783,455)	(32,240)	–	(815,695)
Dues	–	(5,040)	–	–	(5,040)
Donations to charitable organizations	–	–	(2,223)	–	(2,223)
Miscellaneous expenses	–	(21,592)	–	–	(21,592)
Nonoperating revenue (expenses), net	4,854,274	(789,775)	(22,756)	–	4,041,743
Excess (deficiency) of revenues over expenses	5,810,105	(789,775)	(22,756)	(6,948)	4,990,626
Net transfer (to) from affiliate	(2,030,000)	2,030,000	–	–	–
Increase (decrease) in net assets	3,780,105	1,240,225	(22,756)	(6,948)	4,990,626
Net assets at beginning of year	14,036,272	5,883,077	490,221	281,421	20,690,991
Net assets at end of year	$17,816,377	$7,123,302	$467,465	$274,473	$25,681,617

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2022

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2022	$566,631	$3,351,215	$(3,534,004)	$383,842

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 23, 2021	$ 58,209
July 26, 2021	139,634
August 23, 2021	88,604
August 30, 2021	140,269
September 27, 2021	139,908
October 6, 2021	102,644
October 27, 2021	159,717
December 1, 2021	102,644
December 9, 2021	414,178
January 6, 2022	103,268
January 26, 2022	885
January 31, 2022	169,077
February 9, 2022	102,644
February 28, 2022	885
March 3, 2022	20,651
March 10, 2022	102,644
March 15, 2022	18,696
March 16, 2022	17,010
March 23, 2022	568,813
March 28, 2022	123,354
April 22, 2022	337,760
April 22, 2022	117,137
May 4, 2022	17,022
May 11, 2022	102,644
May 26, 2022	25,377
June 3, 2022	243,520
June 21, 2022	100,005
June 22, 2022	16,805
	$3,534,004

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2022

	Total Agency	Mental Health						
		Administration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non-Eligibles	Multi-Service Team
Program service fees:								
Net client fees	$ 160,570	$ –	$ 160,570	$ (13,067)	$ 46,009	$ (5,002)	$ (18,775)	$ (77,558)
HMO's	2,030,013	–	2,030,013	443,519	184,737	–	438,800	542,624
Blue Cross/Blue Shield	2,486,717	–	2,486,717	525,237	205,955	–	512,628	590,686
Medicaid	23,994,024	–	23,994,024	8,178,378	547,883	427,663	286,336	7,800,737
Medicare	1,140,791	–	1,140,791	1,064	14,016	(2)	198,526	815,675
Other insurance	1,107,993	–	1,107,993	257,717	70,697	(1,675)	223,349	501,863
Other program fees	10,730	–	10,730	156	3,480	–	1,442	1,592
	30,930,838	–	30,930,838	9,393,004	1,072,777	420,984	1,642,306	10,175,619
Local and county government:								
Division for Children, youth and families	8,790	–	8,790	8,790	–	–	–	–
Donations/contributions	340,048	–	340,048	–	–	–	–	25,000
Federal funding path	43,728	–	43,728	–	–	–	–	–
Rental income	317,956	–	133,413	–	–	–	–	–
Interest income	37,024	–	37,024	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	3,351,215	–	3,351,215	12,926	–	23,158	1,695	6,788
Other revenues	11,978,045	8,500	11,969,522	1,856,119	944,537	147,919	110,937	1,482,211
	16,076,806	8,500	15,883,740	1,877,835	944,537	171,077	112,632	1,513,999
Total program revenues	$47,007,644	$ 8,500	$46,814,578	$11,270,839	$ 2,017,314	$ 592,061	$ 1,754,938	$11,689,618

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	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ 76,882	$ 42,974	$ (703)	$ (948)	$ –	$ 110,758	$ –	$ –
HMO's	15,449	396,169	–	–	–	8,715	–	–
Blue Cross/Blue Shield	42,706	610,940	–	–	–	(1,435)	–	–
Medicaid	2,860,965	2,713,620	661,979	466,321	1,382	48,760	–	–
Medicare	108,949	908	(4)	–	–	1,659	–	–
Other insurance	(56,720)	105,391	–	(667)	–	8,038	–	–
Other program fees	(171)	4,182	–	49	–	–	–	–
	3,048,060	3,874,184	661,272	464,755	1,382	176,495	–	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Donations/contributions	–	–	–	–	–	315,048	–	–
Federal funding path	–	–	–	–	–	43,728	–	–
Rental income	–	1,911	–	119,701	–	11,801	–	184,543
Interest income	–	–	–	–	–	37,024	–	–
BBH:								
Bureau of Behavioral Health	526,418	2,591,905	295	915	57,885	129,230	–	–
Other revenues	966,756	680,902	35,865	270,113	–	5,136,559	337,604	23
	1,493,174	3,274,718	36,160	390,729	57,885	5,673,390	337,604	184,566
Total program revenues	$ 4,541,234	$ 7,148,902	$ 697,432	$ 855,484	$ 59,267	$ 5,849,885	$ 337,604	$ 184,566

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2024 - 2025

Michael Reed, *Board Chair*; Stebbins Commercial Properties, LLC
Board Term: 6 years, October 2019 through September 2025

Philip Alexakos, *Board Vice Chair*; Chief Operations Officer, Manchester Health Department
Board Term: 6 years, October 2021 through September 2027

Desneiges French, *Board Treasurer*; Senior Accountant, Wipfli
Board Term: 6 years, October 2019 through September 2025

Beth Gutoff, *Board Secretary*; Compliance and Privacy Officer, Elliot Health System
Board Term: 6 years, October 2021 through September 2027

Melissa Carder, VP/Chief Accounting Officer, Primary Bank
Board Term: 6 years, October 2024 through October 2030

Ronald Caron, Retired, Former Attorney at Devine Millimet Law Firm
Board Term: 6 years, October 2019 through September 2025

Courtney Carrier, Project Designer, Lavallee Brensinger Architects
Board Term: 6 years, October 2021 through September 2027

Lt. Derek Cataldo, Legal and Professional Standards Division, Manchester NH Police Dept.
Board Term: 6 years, November 2021 through September 2027

Stacy Champey, Multi-Tiered System of Support District Coach, Manchester School District
Board Term: 6 years, June 2022 through October 2028

Jacqueline Depippo, Financial Advisor, Morgan Stanley
Board Term: 6 Years, September 2023 through September 2029

Newton Kershaw III, CEO of Elm Grove Companies
Board Term: 6 Years, July 2023 through July 2029

Dr. Joohahn Kim, Associate Medical Director, Dartmouth Hitchcock Community Group Practices, Adult Primary Care & Urgent Care
Board Term: 6 Years, October 2022 through October 2028

Jim Merrill, Managing Shareholder, Bernstein Shur
Board Term: 6 Years, September 2023 through September 2029

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.
BOARD OF DIRECTORS
2024 - 2025

Elaine Michaud, Supervisor, Neighborhood & Family Health, Manchester Health Department
Board Term: 6 years, May 2021 through May 2027

Kibar Moussoba, Senior Program Manager, Employee Engagement – Talent Engagement & Inclusion, Southern New Hampshire University
Board Term: 6 Years, October 2022 through October 2028

Glory Mukendi, Assistant Director, Victory Women of Vision
Board Term: 6 Years, February 2024 through February 2030

Connie Roy-Czyzowski, Retired, Former VP of Human Resources at Delta Dental
Board Term: 6 Years, October 2022 through October 2028

Leo Simard, Senior Vice President, Director of Retail Sales & Member Experience, St. Mary's Bank
Board Term: 6 Years, October 2022 through October 2028

Dr. Andrew Watt, Chief Information Officer, Catholic Medical Center
Board Term: 6 Years, June 2022 through October 2028

Honorary Director
Brent Kiley, Managing Director, Rise Private Wealth Management
Appointed October 23, 2023

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PATRICIA CARTY, MS, CCBT

President and CEO

Directs agency activities in collaboration with members of Senior Leadership Team and actively analyzes information in order to develop strategic short- and long-range goals and objectives. Facilitates meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Delegates, Coordinates, and Monitors activities, resources, costs and results. Understands and incorporates The Center's Mission, Vision and Guiding Values and Principles in all areas of performance. Positively exchanges information and represents The Center to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. Ensures fiscal integrity of the organization by monitoring budgets, investments, resources and agency assets. Works with the Bureau of Behavioral Health, NH Community Behavioral Health Association and others in state government to advocate for the needs of the individual and families served by MHCGM to secure adequate funding.

EDUCATION

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester — Manchester, NH

4/2022-present	President and CEO
7/2015- 4/2022	Executive Vice President/Chief Operating Officer
2000 – 7/2015	Director of Community Support Services
1996 – 2000	Assistant Director of Community Support Services
1990 – 1996	Assistant Coordinator, Restorative Partial Hospital
1987 – 1990	Counselor, Restorative Partial Hospital
1986 – 1987	Residential Specialist

PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES, CERTIFICATIONS, BOARDS AND AWARDS

- 6/2022 - present Community Behavioral Health Association-Treasurer, Executive Committee
- 1/2021 - present, NH Fiscal Policy Institute-Board Member
- 2019 Outstanding Woman in Business Award Recipient-NH Business Review
- National Association of Cognitive Behavioral Therapists
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire MHCGM-DBT treatment program

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PATRICIA CARTY, MS, CCBT
President and CEO

PUBLICATIONS

The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.

Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.

HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.

Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.

Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

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Jonathan Routhier, LICSW, MBA

Overview of Qualifications

- Thirty-three years of progressive clinical and administrative leadership in behavioral health care and developmental disability services organizations.
- Results-oriented experience as a program and financial manager in both start-up and mature organizations
- Exceptional communication, analytical and facilitation skills
- Integrated knowledge of financial, program and administrative operations
- A fun, creative and team-oriented work ethic

Work Experience

Executive Vice President and VP of Finance and Operations, The Mental Health Center of Greater Manchester, Manchester, NH (February 2025 to present).

- Responsible for strategic management and oversight of all financial and operational functions
- Report directly to President/CEO and Supervise Chief Operating Officer and Senior Director of Revenue Cycle and Revenue Integrity
- Responsible for the accuracy and integrity of financial statements. Treasury management, and financial audits
- Responsible for the development of budgets and forecasts and monitoring variances to financial and operational plans

Executive Vice President and Chief Operating Officer, The Mental Health Center of Greater Manchester, Manchester, NH (January 2022-present)

- Responsible for integrating the strategic plan through the clinical services programs
- Provide management oversight for the development of high quality, cost-effective programs
- Address operational problems in a manner that optimizes patient well-being
- Analyze clinical, financial and legal data
- Maintain clinical knowledge to redesign innovative systems and develop new models of care.

Executive Director, Community Support Network, Inc. (CSNI)
Concord, NH (August 2016-January 2022)

- Responsible for leadership of all operations, strategic planning and execution for statewide association of Area Agencies
- Responsible for budget development and management, human resources management and vendor contracts
- Report monthly to Board of Directors on all aspects of CSNI operations

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- Develop and sustain productive working relationships with state government entities including Governor, Legislature and Department of Health and Human Services
- Work closely with contracted lobbyist to plan and execute legislative strategy
- Develop new program offerings to benefit membership
- Collaborate with provider agencies, vendors and other associations and groups to support the mission of CSNI.
- Member and current Vice Chair of the Medical Care Advisory Committee, providing stakeholder input to the Director of Medicaid for the State of New Hampshire

Chief Operating Officer, WestBridge, Inc., Manchester, NH (January 2008-January 2014).

- Provided ongoing clinical consultation and supervision to Assertive Community Treatment teams and Residential Program teams.
- Provided leadership to quality improvement department
- Led efforts resulting in three-year accreditation by the Council on Accreditation of Rehabilitation Facilities.
- Developed and implemented outcome measurement system in collaboration with Dartmouth Psychiatric Research Center
- Implemented Electronic Medical Record system
- Direct liaison to corporate counsel, auditors, and accrediting body
- Directed the implementation of customer relationship management system (Salesforce)

Chief Financial Officer, WestBridge, Inc, Manchester, NH (April 2002-June 2016).

- Supervised team of finance staff
- Directly responsible for providing financial information to Board of Directors
- Provided financial leadership in start-up organization
- Developed budgets, data input and reporting processes, and accounting procedures consistent with FASB requirements for non-profit organizations
- Provided fiscal, managerial, and operational leadership to program directors and team leaders.
- Shared responsibility for development and achievement of strategic goals
- Oversaw and coordinated all real estate transactions
- Ensured appropriate loss protection exists for organization
- Oversaw marketing and business development efforts
- Oversaw human resources administration

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Director of Contracts and Reimbursement, The Mental Health Center of Greater Manchester, Manchester, NH (December 2000-April 2002).

- Oversaw all financial intake, billing, reimbursement and accounts receivable functions for 19 million dollar budget agency
- Member of Senior Leadership Team, reporting directly to CEO
- Negotiated reimbursement rates with third party payors
- Completed and monitored all contracts with managed care organizations
- Presented monthly reports to Board of Directors
- Wrote and implemented new financial policies to enhance agency's financial performance
- Chaired Ethics Committee

Director of Quality and Utilization Management, The Mental Health Center of Greater Manchester (April 1997-December 2000).

- Facilitated budget planning process and led efforts in cost control
- Developed and implemented agency performance measurement system
- Led efforts to ensure re-accreditation by the Joint Commission on Accreditation of Healthcare Organizations
- Directed several quality improvement teams
- Trained and oriented staff at all levels in quality improvement methods
- Co-led efforts resulting in the 2000 Granite State Quality Commitment Award
- Assisted with conversion to new information system by designing and charting new work flows
- Oversaw the implementation of systems to determine appropriate leveling of care and monitoring of service utilization to maximize clinical resources and maintain compliance with state eligibility criteria.
- Conducted utilization reviews for acute psychiatric residential treatment program to ensure appropriate length of stay, discharge planning and coordination of care.

Director of Gemini House, The Mental Health Center of Greater Manchester (May 1995-April 1997).

- Conducted all initial assessments of clients referred to this residential program for adults with co-occurring disorders
- Directed staff of twelve professionals and paraprofessionals
- Responsible for hiring, training, evaluation, supervision and termination of staff; building maintenance and security; compliance with federal, state and local regulations
- Provided consultation to international visitors
- Created brochures and other marketing materials highlighting the success of the program

Clinical Case Manager, The Mental Health Center of Greater Manchester (May 1993-May 1995).

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- Directed interdisciplinary treatment for adults with severe mental illness and addiction disorders
- Provided individual, group and family psychotherapy; after-hours crisis intervention
- Helped clients access community resources, jobs, medical care, benefits and other necessities
- Assisted with ongoing research efforts

Education

Master of Business Administration, Franklin Pierce College, Concord, NH (2002).

Master of Social Work, Boston University, Boston, MA (1993).

Bachelor of Arts in Psychology, University of New Hampshire, Durham, NH (1991).

Volunteer Experience

NH Fiscal Policy Institute, Concord ,NH (2018-present)
Serve as Treasurer and member of the board of directors.

National Alliance on Mental Illness New Hampshire, Concord, NH (2007-2013). Served as member of Board of Directors for two consecutive terms. Served as NAMI Walks Chairperson 2007-2010, Vice President 2011-2012 and President 2012-2013.

Friends of Recovery New Hampshire, Manchester, NH (2003-2006). Served as Treasurer and member of Board of Directors.

Manchester Community Resource Center, Manchester, NH (2002-2006). Served as Treasurer and member of Board of Directors.

Youth sports coach, 2006-2017. Coached baseball, basketball, football and lacrosse for ages 5-13 in Goffstown, Dunbarton and Bow.

References available upon request.

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Ashwini Saxena M.D., Ph.D.

Psychiatrist

[redacted]

PROFESSIONAL EXPERIENCE

Psychiatrist — **August 2019 – Present**
The Mental Health Center of Greater Manchester
Manchester, NH 03101

Assistant Professor — **2014 – 2015**
Department of Physiology
College of Osteopathic Medicine
Kansas City University of Medicine and Biosciences
Kansas City, MO 64106

Post-doctoral Research Associate — **2014 – 2014**
Department of Integrative Physiology
University of North Texas Health Science Center
Fort Worth, TX 76107

EDUCATION

Residency — **2015 – 2019**
Department of Psychiatry and Behavioral Sciences
University of Texas Health Science Center at Houston
Houston, TX 77054

Doctor of Philosophy — **2009 - 2014**
Integrative Physiology
University of North Texas Health Science Center
Fort Worth, TX

Master of Science — **2006 - 2008**
Exercise Physiology, University of Texas at Arlington

M.B.B.S. (Bachelor of Medicine, Bachelor of Surgery) — **1999 - 2005**
S.V.N. Government Medical College, Maharashtra, India

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PUBLISHED MANUSCRIPTS

1: Dandekar MP, **Saxena A,** Scaini G, Shin JH, Migut A, Giridharan VV, Zhou Y, Barichello T, Soares JC, Quevedo J, Fenoy AJ; Medial Forebrain Bundle Deep Brain Stimulation Reverses Anhedonic-Like Behavior in a Chronic Model of Depression: Importance of BDNF and Inflammatory Cytokines. Mol Neurobiol. 2018 Oct 13. PMID: 30317434

2: **Saxena A,** Scaini G, Bavaresco DV, Leite C, Valvassoria SS, Carvalho AF, Quevedo J; Role of Protein Kinase C in Bipolar Disorder: A Review of the Current Literature. Mol Neuropsychiatry. 2017 Nov 3 (2), PMID: 29230399

3: **Saxena A.,** Little J. T., Nedungadi T. P., Cunningham J. T.; Angiotensin II type 1a receptors in subfornical organ contribute towards chronic intermittent hypoxia-associated sustained increase in mean arterial pressure. Am J Physiol Heart Circ Physiol. 2015 Mar 1. PMID: 25539713.

4: **Saxena A.,** Bachelor M., Park Y. H., Carreno F. R., Nedungadi T. P., Cunningham J. T.; Angiotensin II induces membrane trafficking of natively-expressed Transient Receptor Potential vanilloid type 4 channels in hypothalamic 4B cells. Am J Physiol Regul Integr Comp Physiol. 2014 Oct 15. PMID: 25080500.

5: Midde K., Rich R., **Saxena A.,** Gryczynski I., Borejdo J., Das H. K.; Membrane Topology of Human Presenilin-1 in SK-N-SH Cells Determined by Fluorescence Correlation Spectroscopy and Fluorescent Energy Transfer. Cell Biochem Biophys. 2014 Nov; 70 (2): PMID: 24839116.

6: Sethi R., Vasudeva S., **Saxena A.,** Kablinger A. S.; "We cut and drink blood when we have sex. Do we have a problem?" a case report of atypical antipsychotic-treated paraphilia. Prim Care Companion CNS Disord. 2013; 15 (3): PMID: 24171139.

7: Knight W. D., **Saxena A.,** Shell B., Nedungadi T. P., Mifflin S. W., Cunningham J. T.; Central losartan attenuates increases in arterial pressure and expression of FosB/ΔFosB along the autonomic axis associated with chronic intermittent hypoxia. Am J Physiol Regul Integr Comp Physiol. 2013 Nov 1; 305 (9): PMID: 24026072.

8: Sethi R., Thapa N., **Saxena A.,** Chahil R.; "K2/Spice": have you updated your differentials? A case report. Prim Care Companion CNS Disord. 2013; 15 (2): PMID: 23930230.

9: Purkayastha S., **Saxena A.,** Eubank W. L., Hoxha B., Raven P. B.;. α1-Adrenergic receptor control of the cerebral vasculature in humans at rest and during exercise. Exp Physiol. 2013 Feb; 98 (2):451-61: PMID: 23024369.

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SCIENTIFIC POSTER PRESENTATIONS

1: **Saxena A.**, Dandekar M., Scaini G., Giridharan V., Zhou Y., Migut, A., Barichello T., Soares J.C., Quevedo J., Fenoy A.; Effect of Deep Brain Stimulation on Inflammatory markers in Hippocampus of Rodents exposed to Chronic Unpredictable Stress – a model of depression. Society of Biological Psychiatry 2018; New York City, NY.

2. **Saxena A.**, Zeni C.P., Mwangi B., Cazala F., Zunta-Soares G., Soares J.C.; Paradoxical increase in Corpus Callosum Volume in Adult Females with Bipolar Disorder and history of Sexual Trauma in Childhood. Society of Biological Psychiatry 2017; San Diego, CA.

3. **Saxena A.**, Mohite S., Kahlon R.S., Patel R., Makanjuola T., Goddu S., Aimienwanu O., Venigalla H, Malouta M., Engstrom A., Okusaga O.O.; Total cholesterol is positively correlated with scores on the NIH Toolbox Cognitive Test Battery in patients with schizophrenia. American Psychiatric Association 2016; Atlanta, GA. First prize in poster presentation.

4: **Saxena A.**, Valvassori S.V., Dal-Pont G.C., Varela R.B., Resende W.R., Mariot E., Peterle B.R., Machado A.G., Farias H.R., de Souza C.T., De Quevedo J.; Lithium and Valproate ameliorate inhibition of PI3K/Akt signaling pathway in ouabain-induced rodent model of mania. Society of Biological Psychiatry 2016, Atlanta GA.

5: **Saxena A.**, Little J. T., Nedungadi T. P., Cunningham J. T.; Angiotensin II receptor type-1a knockdown in Subfornical Organ prevents sustained increase in mean arterial pressure associated with chronic intermittent hypoxia. Experimental Biology 2014, San Diego, CA.

6: **Saxena A.**, Bachelor M., Carreno F. R., Cunningham J. T.; Src-kinase mediates Angiotensin II induced potentiation in TRPV4 agonist evoked calcium transients in hypothalamic immortalized neuronal cell line 4B. Experimental Biology 2014, San Diego, CA.

7: **Saxena A.**, Bachelor M., Carreno F. R., Nedungadi T. P., Cunningham J. T.; Effect of Angiotensin on TRPV4 expression and TRPV4 agonist induced calcium transients in hypothalamic cell line 4B. Experimental Biology 2013, Boston, MA

8: **Saxena A.**, Bachelor M., Carreno F. R., Nedungadi T. P., Cunningham J. T.; Angiotensin II increases Transient Receptor Potential Vanilloid 4 channel Expression and Phosphorylation in Hypothalamic Cell line 4B. Experimental Biology 2012, San Diego, CA

9: **Saxena A.**, Purkayastha S., Raven P. B., Shi X.,; Effect of Cycling Exercise on Dynamic Cerebral Autoregulation in Humans. Experimental Biology 2011, Washington D.C.

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10: Purkayastha S., **Saxena A.**, Raven P. B.; Carotid baroreflex regulation of the cerebral vasculature in humans during rest and dynamic exercise; Experimental Biology 2011, Washington D.C.

11: **Saxena A.**, Purkayastha S., Barnes Q, Raven P. B., Effect of α1-adrenoreceptor blockade on dynamic cerebral autoregulation during rest and dynamic exercise in humans; American College of Sports Medicine 2011, Denver CO

12: **Saxena A.**, Ricard M., Blevins J; Consistency in coronary artery disease risk prediction results of functional capacity, Chronotropic response to exercise and Framingham coronary artery disease Risk Prediction Score: A study on Pantego Firefighters. Texas Chapter of American College of Sports Medicine 2007, Fort Worth, TX

GRANT AWARDS

NIH- R-21 2011
Role of Reactive Oxygen Species in sleep apnea associated resetting of arterial baroreflex function; Role: contributor

Student Research Development Award – Doctoral Category 2010
Role of Reactive Oxygen Species in exercise induced resetting of arterial baroreflex function
Texas Chapter of American College of Sports Medicine; Role: Principal Investigator

MEMBERSHIPS

American Psychiatric Association
Society of Biological Psychiatry
American Physiological Society
National Association on Mental Illness

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JENNIFER L. DE VOE

LICENSURE

Licensed Clinical Mental Health Counselor (#579)

RECOGNITIONS

Awarded the *Royal Recognition Customer Service Award* in 2012 at the annual Mental Health Center of Greater Manchester Employee Recognition Event

EMPLOYMENT

Mental Health Center of Greater Manchester, Manchester, NH
VP of Quality Improvement, Compliance, and EMR
Serve as a member of the agency's Senior Leadership Team and responsible for direct oversight of the QI, Medical Records, and EMR Departments. Serve as Compliance Officer, provide compliance training to agency staff, and chair the agency's Corporate Compliance Committee. Serve as complaints manager. Attend meetings with the Board of Directors and contribute to the Board's efforts in governing the agency. Advise the President/CEO of opportunities and trends within the environment the agency operates and make recommendations towards improving the quality of care and services the agency offers. December 2019-present.

Mental Health Center of Greater Manchester, Manchester, NH
QI Coordinator
Worked closely with the VP of Quality Improvement and Compliance as well as the QI Director to oversee record audits, site reviews, and quality improvement plans. Served as a complaint manager as well as a member of several committees which serve to improve the overall quality of work within the agency. Worked with the EMR Director as it relates to all forms, reports, trainings, and data reporting through the agency's electronic medical record. January 2019-November 2019.

Mental Health Center of Greater Manchester, Manchester, NH
Coordinator of Intake/Community Connections Program
Manage the adult intake department within the agency's Community Support Services Program in addition to the agency's mental health court program. Supervise 7 clinical staff among the 2 programs and provide licensure supervision to 2 clinicians from the Adult Level 3 team. Continue to serve as the agency liaison to Deaf Services of NH and The Moore Center. Current member of the Avatar Clinical Team. January 2018-January 2019.

Mental Health Center of Greater Manchester, Manchester, NH
Coordinator of Adult Level 3 Services/Intake/Community Connections Program
Managed 3 clinical programs including a team that provides outpatient therapy and case management, an intake program, and a mental health court program. Supervised 15 clinical staff among the 3 programs (licensure supervision to 2 of the 15) in addition to supervision for 2 prescribers on the team. Served as agency liaison to Deaf Services of NH and The Moore Center. August 2014-December 2017.

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Mental Health Center of Greater Manchester, Manchester, NH
Assistant Coordinator of ACT teams and NHH Liaison
Co-managed 2 assertive community treatment teams, one of which is a dual-diagnosis team. Supervised 8 clinical case managers and provided licensure supervision for 1 of the 8. Served as region 7 liaison to NHH. Provided information, attended treatment team meetings, and communicated effectively with NHH staff regarding discharge planning of mutual clients. May 2009-August 2014.

Mental Health Center of Greater Manchester, Manchester, NH
Intake Clinician and NHH Liaison
Conducted intake assessments for Level 2/3 services, which included administration of the Beck Depression Inventory and Structured Clinical Interview. Completed all documentation pertinent to the initial stages of treatment. March 2007-May 2009.

Southern New Hampshire University, Manchester, NH
Instructor and Internship Coordinator
Served as instructor for the Program in Community Mental Health's Practicum course, which is designed to give students the opportunity to gain first-hand experience practicing those skills introduced in the courses Helping Relationships and Diagnosis and Assessment. Assisted students in obtaining and maintaining graduate level clinical internships. September 2003 – January 2009.

Mental Health Center of Greater Manchester, Manchester, NH
Clinical Case Manager and Intake Clinician
Provided individual therapy to consumers with primary Axis II diagnoses. Performed services such as treatment planning, crisis intervention, and case management. Completed all documentation pertinent to treatment and worked closely with the treatment team to ensure quality care. Served as group leader for the agency's Trauma Recovery and DBT (Dialectical Behavioral Therapy) groups. Addressed substance use disorders through the utilization of treatment approaches such as Stages of Change and Motivational Enhancement Therapy. Utilized cognitive-behavioral therapy for individuals with Axis I eating disorders. Conducted intake assessments for Level 2/3 services. July 2001 – December 2006.

Mental Health Center of Greater Manchester, Manchester, NH
Individual Placement and Support Team Leader
Assisted with the supervision of 8 employment specialists as well as the overall running of the Individual Placement and Support Program. In addition, performed all duties related to the position of employment specialist. August 1999 – July 2001.

EDUCATION

Trinity College of Vermont, Burlington, VT
Master of Science in Community Mental Health. July 2001.

Saint Michael's College, Colchester, VT
Bachelor of Arts in Psychology, *magna cum laude.* May 1996

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JEANNA STILL, LICSW

PROFILE

Seasoned Clinical and Administrative Director with over 20 years of experience serving children, adolescents, and families in community-based settings. Committed to delivering exceptional patient care through evidence-based practices, person-centered approaches, and strong community collaboration. Proven leader with 15+ years of progressive responsibility in organizational management and administrative leadership. Known for innovative problem-solving in addressing staffing challenges and meeting the growing demand for mental health services.

SKILLS

- Trained in seven evidence-based practices, trainer and consult facilitator for TF-CBT and 7-Challenges
- Team leadership
- Data reflection
- Passionate about reducing barriers to treatment, reducing stigma and promoting the normalization of mental health needs

EDUCATION

Masters of Social Work

Arizona State University

Bachelors of Psychology

University of Hawaii

EXPERIENCE

The Mental Health Center of Greater Manchester

2005-Current

Chief Operating Officer (April 2025-Current)

Direct and oversee all clinical and administrative operations across multiple departments, managing a team of over 500 staff and serving an average of 11,000 patients annually.

Ensure the effective delivery of diverse clinical services across community settings, office-based programs, and telehealth platforms.

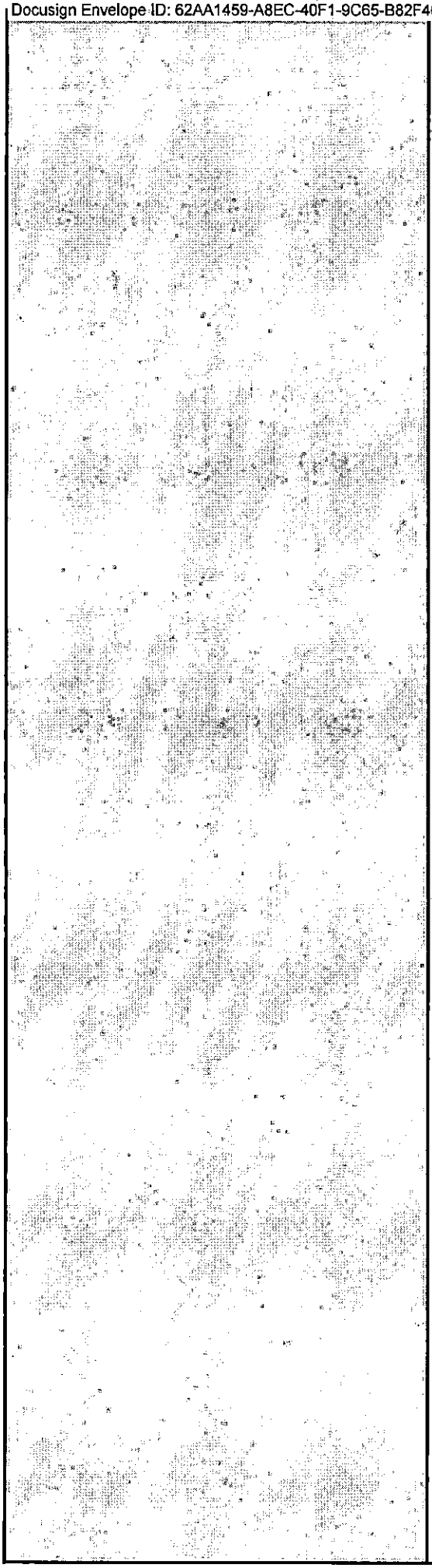
Provide weekly and biweekly supervision and leadership to Clinical Directors, medical personnel, and administrative teams.

Oversee the management and compliance of numerous grants and funding streams supporting clinical programming.

Collaborate with key community partners to enhance service delivery, implement joint initiatives, and expand access to care.

Deliver internal and external trainings, aligning with and supporting the strategic goals of The Mental Health Center.

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Director of Child and Adolescent Services (2017-2025)

Oversee all clinical and administrative operations of the Child and Adolescent Department which is comprised of up to 80 staff; 6 clinical teams, support staff and medical staff.

Provide weekly/biweekly supervision to clinical leaders, medical staff and administrative staff.

Collaborate and partner with numerous youth serving agencies in the community including 21 schools in the catchment; with 4 full time paid contracted positions for school staff, 1 part time school position and 2 community locations with contracts as well.

Support the implementation and evaluation of a significant SAMHSA grant (TREAT) which focuses on increased access to care and trauma services at the local schools.

Provide various trainings in EBP's and other initiatives, such as Zero Suicide.

Monitor department standards, support the strategic plan and promote growth opportunities to enhance job satisfaction.

Expansion of groups to include Adventure Therapy, LGBTQ+ and social skills to name a few of the many developments. Our groups have been offered to the community as well to reduce barriers for families.

Conversion of intake process to open access model for increased access to care via the CCBHC model.

Level III Coordinator (2010-2017)

Supervised a team of 10 clinicians, responsible for recruiting hiring and training new staff.

Implemented procedures, policies and initiatives.

Provided training in TF-CBT and facilitated weekly consultation.

Ensured clinicians adhered to agency standards of practice for documentation and billing guidelines were met or exceeded by supervised clinical staff.

Family Intensive Treatment Team Clinician (2005-2010)

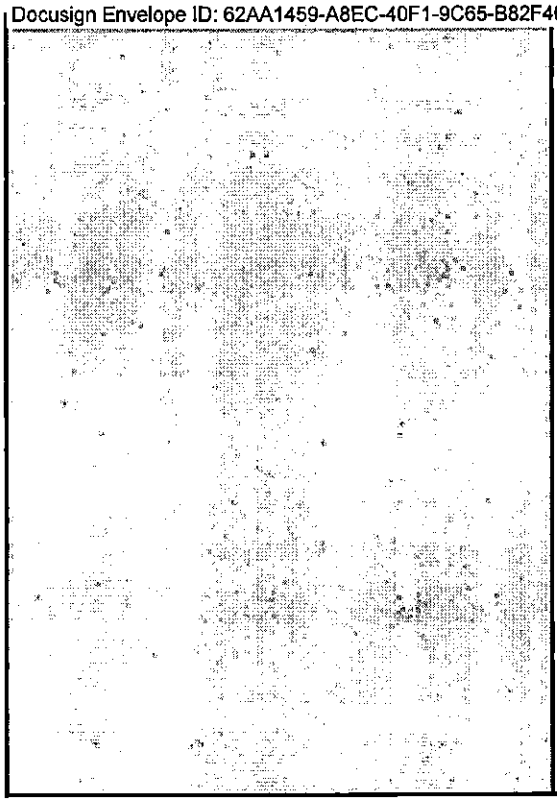
Provided case management, individual and family therapy services to children, adolescents and families.

Utilized and implemented EBP's (DBT-A, TF-CBT, RENEW).

Ensured documentation, and billing standards were met and exceeded.

South Bay Mental Health-Lowell, Ma

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2004-2005

Fee for Service Therapist

Provided therapy to children, adolescents and adults.

Developed various groups and provided group therapy.

Hawaii Job Corps-Waimanalo, Hi

2000-2004

Admissions Counselor

Developed and implemented recruitment projects specific to the outer islands.

Recruited students, conducted interviews with prospective students and evaluated credentials.

Provided presentations to the community and schools about Job Corps.

Completed admissions process with approved students.

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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: **The Mental Health Center of Greater Manchester, Inc.**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Patricia Carty	President and CEO	$ -	$ 200,000.00
Jonathan Routhier	Exec VP/VP Finance and Operations	$ -	$ 158,000.00
Ashwini Saxena	VP Medical Services/CMO	$ -	$ 313,817.00
Jennifer Devoe	VP of Quality and Compliance	$ -	$ 117,312.00
Jeanna Still	Chief Operating Officer	$ -	$ 120,000.00
		$ -	$ -

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-6703	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $8,728,368. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Jay Couture A9952D2454F1468... Date: 6/1/2025		1.12 Name and Title of Contractor Signatory Jay Couture President and CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442... Date: 6/2/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734344941480... On: 6/2/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS DC
Date 6/1/2025

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

DS

Contractor Initials

Date 6/1/2025

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Contractor Initials DC

Date 6/1/2025

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.

19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

DS

Contractor Initials DC

Date 6/1/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 8 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least one (1) full-time HBSP Housing Specialist. The HBSP Housing Specialist must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialist maintains a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialist must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

1.4.23.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

1.4.23.2.2. Ensuring data files and records are consistent with reporting specification requirements.

1.4.23.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) days.

1.4.23.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

1.4.23.2.5. Participating in Departmental efforts for system-wide data quality improvement.

1.4.23.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

1.4.23.2.6.1. All data is formatted in accordance with the file specifications;

1.4.23.2.6.2. No records will reject due to invalid characters or invalid formatting; and

1.4.23.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1.4.23.4.; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

1.4.23.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

1.4.23.4.4. Failure of the Contractor to implement the plan may require:

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights

Protection Procedures for Mental Health Services.

1.6. Maintenance of Fiscal Integrity

1.6.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.6.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.6.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.6.1.2.1. All revenue sources and expenditures; and

1.6.1.2.2. A budget column allowing for budget to actual analysis;

1.6.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

1.6.1.3.1. All revenue sources and all related expenditures for the Program; and

1.6.1.3.2. A budget column allowing for budget to actual analysis; and

1.6.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

1.6.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

1.6.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

1.6.3.1. Days of Cash on Hand:

1.6.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

1.6.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must

mature within three (3) months and should not include common stock.

1.6.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.6.3.2. Current Ratio:

1.6.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

1.6.3.2.2. Formula: Total current assets divided by total current liabilities.

1.6.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

1.6.3.3. Debt Service Coverage Ratio:

1.6.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

1.6.3.3.2. Definition: The ratio of net income to the year-to-date debt service.

1.6.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year-to-date debt service (principal and interest) over the next twelve (12) months.

1.6.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

1.6.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

1.6.3.4. Net Assets to Total Assets:

1.6.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

1.6.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

1.6.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

1.6.3.4.4. Source of Data: The Contractor's monthly financial statements.

1.6.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

1.6.4. If the Contractor does not meet either:

1.6.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.6.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

1.6.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

1.6.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

1.6.5. The Contractor must update and submit the corrective action plan to the Department, at least every 30 calendar days, until compliance is achieved. The Contractor must:

1.6.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.6.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.7. Reduction or Suspension of Funding

1.7.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are reduced, suspended, or reallocated, the Department shall provide immediate written notification to the Contractor of such reduction, suspension, or reallocation.

1.7.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.7.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

1.7.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

1.7.1.2.2. Crisis services for all individuals.

1.7.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

1.7.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

1.8. Elimination of Programs and Services by Contractor

1.8.1. Not including service reductions collaboratively addressed in Section 1.7. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.8.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

1.8.3. The Contractor must not redirect funds allocated in the Contractor's budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

1.9. The Contractor must participate in meetings with the Department as requested by the Department.

1.10. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.11. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.12. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.13. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.14. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.15. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

1.15.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.16. Background Checks

1.16.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.16.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.16.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.16.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.17. Confidential Data

1.17.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.17.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.18. Privacy Impact Assessment

1.18.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.18.1.1. How PII is gathered and stored;

1.18.1.2. Who will have access to PII;

1.18.1.3. How PII will be used in the system;

1.18.1.4. How individual consent will be achieved and revoked; and

1.18.1.5. Privacy practices.

1.18.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.19. Department Owned Devices, Systems and Network Usage

1.19.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.19.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.19.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.19.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.19.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.19.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.19.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.19.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.19.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.19.1.9. Agree when utilizing the Department's email system:

1.19.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.19.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.19.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.19.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.19.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.19.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.19.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.19.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.19.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.19.2. Workspace Requirement

1.19.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.20. Contract End-of-Life Transition Services

1.20.1. General Requirements

1.20.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.20.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, networks and

telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.20.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.20.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.20.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.20.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.20.2. Completion of Transition Services

1.20.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.20.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms

and conditions of the Department's Information Security Requirements Exhibit.

1.20.3. Disagreement over Transition Services Results

1.20.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an ~~order~~ or

duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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.

If, upon further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.govor mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

9. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

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.

11.2.1. 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.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Supported Housing

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 12.10%

Line Item	Housing Bridge (SFY 2026)	Housing Bridge (SFY 2027)
1. Salary & Wages	$56,082	$57,204
2. Fringe Benefits	$17,392	$18,262
3. Consultants	$100	$100
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$1,150	$1,000
5.(a) Supplies - Educational	$0	$0
5.(b) Supplies - Lab	$0	$0
5.(c) Supplies - Pharmacy	$0	$0
5.(d) Supplies - Medical	$0	$0
5.(e) Supplies - Office	$500	$300
6. Travel	$1,816	$1,134
7. Software	$4,136	$4,136
8. (a) Other - Marketing/Communications	$0	$0
8. (b) Other - Education and Training	$0	$0
8. (c) Other - Other (specify below)	$0	$0
Client Funds	$0	$0
Criminal Records Checks	$1,000	$500
Daily Subsidy Fees	$0	$0
Facility Fit Up Costs	$0	$0
Miscellaneous Expenses	$0	$0
Rental Occupancy Costs	$2,850	$2,850
Rental Payments	$0	$0
Rental Vouchers	$0	$0
Staff Recruitment	$100	$0
Unit Damage	$0	$0
Utilities	$0	$0
9. Specialty Housing Provisions	$0	$0
10. Subrecipient Contracts	$0	$0
Total Direct Costs	$85,126	$85,485
Total Indirect Costs	$10,497	$10,138
Subtotals	$95,623	$95,623
	TOTAL	**$ 191,246**

Contractor Initials: DS DC

Date: 6/1/2025

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:
    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
    b. safeguard this information at all times.
    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
    e. limit disclosure of the Confidential Information to the extent permitted by law.
    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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Date 6/1/2025

limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

Contractor Initials DS

Date 6/1/2025

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Seacoast Mental Health Center, Inc.
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED9D05B94C63442...	DocuSigned by: Jay Couture A0953D2464F1468...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Jay Couture
Name of Authorized Representative	Name of Authorized Representative
Director	President and CEO
Title of Authorized Representative	Title of Authorized Representative
6/2/2025	6/1/2025
Date	Date

Contractor Initials DS

Date 6/1/2025

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that SEACOAST MENTAL HEALTH CENTER, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 21, 1963. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **65254**

Certificate Number: **0006197611**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of April A.D. 2023.

David M. Scanlan
Secretary of State

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CERTIFICATE OF AUTHORITY

I, Monica Kieser, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Seacoast Mental Health Center, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on May 20th, 2025, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Geraldine (Jay) Couture (may list more than one person)

is duly authorized on behalf of Seacoast Mental Health Center, Inc. to enter into contracts or agreements with the State.

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 5/27/25

Signature of Elected Officer
Name: Monica Kieser
Title: Board Present

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/21/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	CONTACT NAME: Jennifer Norton PHONE (A/C, No, Ext): 978-458-1865 FAX (A/C, No): 978-454-1865 E-MAIL ADDRESS: jennifer.norton@assuredpartners.com
INSURED SEACMEN-01 Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Philadelphia Indemnity Insurance Company — 18058 INSURER B : Granite State HC & HS Trust INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1577181703 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			PHPK2660642011	3/1/2025	3/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Comp $1,000 X Coll $1,000			PHPK2660644011	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE - (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED X RETENTION $ 10,000			PHUB902369015	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R02359HCHS202501	1/1/2025	1/1/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			PHPK2660642011	3/1/2025	3/1/2026	$1,000,000 $3,000,000	Per Occurrence Annual Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DHHS
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

Seacoast Mental Health Center Inc. is a private, not-for-profit, comprehensive mental health facility serving the eastern half of Rockingham County, New Hampshire. The mission of the Center is to provide a broad, comprehensive array of high quality, effective and accessible mental health services to residents of the eastern half of Rockingham County.

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Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2024

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Seacoast Mental Health Center, Inc.
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

Opinion

We have audited the accompanying financial statements of Seacoast Mental Health Center, Inc. (a nonprofit organization) which comprise the statement of financial position as of June 30, 2024, and the related statements of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Seacoast Mental Health Center, Inc. as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Seacoast Mental Health Center, Inc. and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Seacoast Mental Health Center, Inc.'s internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Seacoast Mental Health Center, Inc.'s ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on Pages 13 through 16 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
October 22, 2024

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Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2024

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	$ 1,680,848
Accounts receivable (net of $448,963 allowance)	1,553,339
Investments	12,763,362
Restricted cash	288,191
Prepaid expenses	193,297
TOTAL CURRENT ASSETS	16,479,037
PROPERTY AND EQUIPMENT - NET	878,294
TOTAL ASSETS	$ 17,357,331

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 97,309
Deferred income	66,848
Accrued vacation	326,419
Accrued expenses	1,649,660
TOTAL CURRENT LIABILITIES	2,140,236
NET ASSETS	
Net assets without donor restriction	15,217,095
TOTAL LIABILITIES AND NET ASSETS	$ 17,357,331

See Notes to Financial Statements

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Seacoast Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2024

PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 186,062
State of New Hampshire - BMHS	2,136,739
Other public support	998,495
Total Public Support	3,321,296
Revenues -	
Program service fees	18,326,732
Other revenue	1,444,921
Total Revenues	19,771,653
TOTAL PUBLIC SUPPORT AND REVENUES	23,092,949
OPERATING EXPENSES	
BBH funded program services -	
Children services	5,803,030
Emergency services	3,534,334
Adult services	11,369,592
Act Team	1,677,576
Substance Use Disorder	552,071
Fairweather Lodge	1,244,744
REAP	369,458
TOTAL EXPENSES	24,550,805
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	(1,457,856)
OTHER INCOME	
Investment Income	1,497,876
TOTAL INCREASE IN NET ASSETS	40,020
NET ASSETS WITHOUT DONOR RESTRICTION, beginning	15,177,075
NET ASSETS WITHOUT DONOR RESTRICTION, ending	$ 15,217,095

See Notes to Financial Statements

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Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2024

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 40,020
Adjustments to reconcile to net cash provided by operations:	
Depreciation	168,737
Unrealized gain on investments	(940,088)
(Increase) decrease in:	
Accounts receivable - trade	(424,103)
Prepaid expenses	29,342
(Decrease) in:	
Accounts payable & accrued liabilities	687,350
Deferred income	(18,683)
NET CASH USED BY OPERATING ACTIVITIES	(457,425)
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(203,885)
Investment activity, net	(510,445)
NET CASH USED BY FINANCING ACTIVITIES	(714,330)
NET DECREASE IN CASH	(1,171,755)
CASH AND RESTRICTED CASH AT BEGINNING OF YEAR	3,140,794
CASH AND RESTRICTED CASH AT END OF YEAR	$ 1,969,039

See Notes to Financial Statements

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization
Seacoast Mental Health Center, Inc. (the Center) is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health, and related non-mental health programs; it is exempt from income taxes under Section 501 (c)(3) of the Internal Revenue Code. In addition, the organization qualifies for the charitable contribution deduction under Section 170 (b)(1)(a) and has been classified as an organization that is not a private foundation under Section 509(a)(2).

Basis of Presentation
The financial statements of the Center have been prepared on the accrual basis in accordance with accounting principles generally accepted in the United States of America. The financial statements are presented in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) 958 dated August 2016, and the provisions of the American Institute of Certified Public Accountants (AICPA) "Audit and Accounting Guide for Not-for-Profit Organizations" (the "Guide"). (ASC) 958-205 was effective July 1, 2018.

Under the provisions of the Guide, net assets and revenues and gains and losses are classified based on the existence or absence of donor-imposed restrictions. Accordingly, the net assets of the Center and changes therein are classified as follows:

Net assets without donor restrictions: Net assets that are not subject to donor- imposed restrictions and may be expended for any purpose in performing the primary objectives of the Center. The Center's board may designate assets without restrictions for specific operational purposes from time to time.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Non-Profit Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Basis of Accounting
Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned, and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Income Taxes
Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2021, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Estimates
The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

Related Organizations
The Center leases property and equipment from Seacoast Mental Health Center Resource Group, Inc. - a related non-profit corporation formed in 1985 for the benefit of Seacoast Mental Health Center, Inc. Seacoast Mental Health Center Resource Group was formed to support the operations of Seacoast Mental Health Center, Inc. by managing and renting property and raising other funds on its behalf.

Depreciation
The cost of property, equipment and leasehold improvements is depreciated over the estimated useful life of the assets using the straight line method. Assets deemed to have a useful life greater than three years are deemed capital in nature. Estimated useful lives range from 3 to 30 years.

State Grants
The Center receives a number of grants from and has entered into various contracts with the State of New Hampshire related to the delivery of mental health services.

Vacation Pay and Fringe Benefits
Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Cash and Cash Equivalents
For purposes of the statement of cash flows, the Center considers all short-term debt securities purchased with a maturity of three months or less to be cash equivalents.

Accounts Receivable
Accounts receivable are recorded based on the amount billed for services provided, net of respective allowances.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Client Service Revenue

The Center recognizes client service revenue in accordance with ASC Topic 606. Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third-party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2024 totaled $18,326,732 of which $17,730,226 was revenue from third-party payors and $596,506 was revenue from self-pay clients.

Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs.

The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when recorded. A provision for estimated contractual allowances is provided on outstanding patient receivables at the balance sheet date.

New Accounting Standards - Adoption of FASB ASU 2016-13 and Related Standards

On July 1, 2023, the Center adopted FASB ASU 2016-03, Financial Instruments – Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments, as amended, which modifies the measurement of expected credit losses on certain financial instruments. The Center adopted this new guidance utilizing the modified retrospective transition method. The adoption of this Standard did not have a material impact on the center's financial statements but did change how the allowance for doubtful accounts and credit losses is determined.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Accounts Receivable and Allowance for Credit Losses

In evaluating the collectability of accounts receivable, the Center uses relevant available information, from internal and external sources, relating to past events, current conditions, reasonable and supportable forecasts, and analyzes trends for each major payer source of revenue for the purpose of estimating the appropriate amounts of the allowance for doubtful accounts. Data in each major payer source is regularly reviewed to evaluate the adequacy of the allowance for doubtful accounts. Specifically, for receivables relating to services provided to clients having third-party coverage, an allowance for doubtful accounts and a corresponding provision for bad debts are established for amounts outstanding for an extended period of time and for third-party payers experiencing financial difficulties; for receivables relating to self-pay clients, a provision for bad debts is made in the period services are rendered based on experience indicating the inability or unwillingness of clients to pay amounts for which they are financially responsible.

The Center has tracked historical loss information for its accounts receivable and compiled historical credit loss percentages for different aging categories (current, 1-30 days past due, 31-60 days past due, 61-90 days past due, and more than 90 days past due). The center believes the historical loss information it has compiled is a reasonable base on which to determine expected credit losses for accounts receivable held at June 30, 2024 because the compositions of the accounts receivable at those dates are consistent with that used in developing the historical credit-loss percentages (i.e., the similar risk characteristics of its services provided to clients have not changed significantly over time). Additionally, the center has determined that the current and reasonable and supportable forecasted economic conditions are consistent with the economic conditions included in the historical information. As a result, the historical loss rates have not been adjusted for differences in current conditions or forecasted changes. Accordingly, the allowance for doubtful accounts was $448,963 for the year ended June 30, 2024.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

The Center has agreements with third-party payors that provide payments to the Center at established rates. These payments include:

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 81% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2024. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

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NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS (continued)

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Due to workforce challenges and a significant retroactive rate adjustments throughout the year, the Center was unable to meet the MOE requirements for all three MCO's. The Center's estimated total payback of $601,529 is recorded as an accrued expense.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE	
Due from clients	$ 143,366
Insurance companies	436,282
Medicaid receivable	218,139
Medicare receivable	150,900
	948,687
Allowance for doubtful accounts	(448,963)
	499,724
ACCOUNTS RECEIVABLE - OTHER	
BMHS	398,515
HHS Mitigating Fund Grant	373,289
MCO Directed Payments	135,793
REAP	41,248
Exeter Hospital	38,182
System of Care	42,502
Other AR	24,086
	1,053,615
TOTAL ACCOUNTS RECEIVABLE	$ 1,553,339

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NOTE 4 INVESTMENTS

The Center has invested funds with R.M. Davis Wealth Management. The approximate breakdown of these investments are as follows:

	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 1,029,034	$ -	$ 1,029,034
Fixed Income	5,685,760	(170,417)	5,515,343
Equities	3,332,638	1,845,779	5,178,417
Exchange Traded Funds	568,082	60,693	628,775
Mutual Funds	362,500	(45,775)	316,725
Other Assets	86,914	8,154	95,068
	$ 11,064,928	$ 1,698,434	$ 12,763,362

Investment income consisted of the following:

Interest and dividends	$ 386,697
Realized losses	210,844
Unrealized gains	940,088
Fee expenses	(39,753)
TOTAL	$ 1,497,876

NOTE 5 FAIR VALUE MEASUREMENTS

Professional accounting standards established a fair value hierarchy that prioritizes the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

The three levels of the fair value hierarchy are described below:

Basis of Fair Value Measurement

- Level 1- Unadjusted quoted prices in active markets that are accessible at the measurement date for identical, unrestricted assets or liabilities;
- Level 2- Quoted prices in markets that are not considered to be active or financial instruments for which all significant inputs are observable, either directly or indirectly.
- Level 3- Prices or valuations that require inputs that are both significant to the fair value measurement and unobservable.

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NOTE 5 FAIR VALUE MEASUREMENTS (continued)

All investments are categorized as Level 1 and recorded at fair value, as of June 30, 2024. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

NOTE 6 PROPERTY AND EQUIPMENT

Property and equipment, at cost, consists of the following:

Furniture, fixtures and computer equipment	$ 1,565,665
Accumulated depreciation	(687,371)
Net Book Value	$ 878,294

NOTE 7 LINE OF CREDIT

As of June 30, 2024, the Center had available a line of credit from a bank with an upper limit of $500,000. At that date, $-0- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating with a floor rate of 4.25%. The line of credit is due on demand.

NOTE 8 DEFERRED INCOME

Alliance for Greater Good	$ 11,000
Bauman Foundation	14,315
Foundation for Seacoast Health	15,000
NH Charitable Foundation	18,858
Other grants	7,675
TOTAL	$ 66,848

NOTE 9 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2024, the Center collected $84,000 from Seacoast Mental Health Center Resource Group, Inc. (Resource Group) in management fees for administrative services.

A line of credit is available to the Center from Resource Group with a limit of $500,000. Interest is charged at prime plus 1%. As of June 30, 2024, $-0- had been borrowed against the line of credit and the interest rate was The Wall Street Journal Prime Rate, plus one (9.50% at June 30, 2024). During the year ended June 30, 2024, $-0- was paid to the Resource Group in interest related to this line of credit.

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NOTE 9 RELATED PARTY TRANSACTIONS (continued)

Operating Leases

During the year ended June 30, 2024, the Center rented properties and equipment from the Resource Group on a month to month basis. Total rent paid for the year was $834,262 and $101,412 for property and equipment, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately $935,674. The annual rates of rents are revisited on an annual basis.

NOTE 10 EMPLOYEE BENEFIT PLAN

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2024, contributions of $609,983 were made by the Center to the plan.

NOTE 11 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2024 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC*	$ 1,969,039	$ 2,013,442

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

* The Center has entered into an Insurance Cash Sweep Deposit Placement Agreement which places funds into deposit accounts at receiving depository institutions from the Center's transaction account with Destination Institutions. Each Destination Institution is insured by the Federal Deposit Insurance Corporation (FDIC) up to the current maximum deposit insurance amount of $250,000. Included in cash insured by FDIC as of June 30, 2024, is $1,763,442 deposited at Destination Institutions through the Insured Cash Sweep service.

The Center grants credit without collateral to its clients, most of who are area residents and are insured under third-party payor agreements. The mix of receivables due from clients and third-party payors at June 30, 2024 is as follows:

Due from clients	15 %
Insurance companies	46
Medicaid	23
Medicare	16
	100 %

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NOTE 12 LIQUIDITY

The following reflects the Center's financial assets available within one year for general expenditures as of June 30, 2024:

Cash and Cash Equivalents	$ 1,680,848
Accounts Receivable	1,553,339
Investments	12,763,362
Financial assets available within one year for general expenditures	$ 15,997,549

As part of the Center's liquidity management, it has a policy to structure its financial assets to be available as its general expenditures, liabilities, and other obligations come due.

NOTE 13 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through October 22, 2024, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2024, have been incorporated into the basic financial statements herein.

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SUPPLEMENTARY INFORMATION

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Seacoast Mental Health Center, Inc.
ANALYSIS OF ACCOUNTS RECEIVABLE
For the Year Ended June 30, 2024

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Bad Debts and Other Charges	Accounts Receivable End of Year
CLIENT FEES	$ 434,806	$ 1,713,323	$ (1,116,817)	$ (887,946)	$ -	$ 143,366
MEDICAID	280,999	16,227,652	(1,337,493)	(14,953,019)	-	218,139
MEDICARE	158,291	1,373,611	(776,593)	(604,409)	-	150,900
OTHER INSURANCE	358,630	3,772,387	(1,529,338)	(2,165,397)	-	436,282
ALLOWANCE FOR UNCOLLECTIBLES	(440,685)	-	-	-	(8,278)	(448,963)
TOTAL	$ 792,041	$ 23,086,973	$ (4,760,241)	$ (18,610,771)	$ (8,278)	$ 499,724

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Seacoast Mental Health Center, Inc.
ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2024

	Receivable From BMHS Beginning of Year	BMHS Revenues Per Audited Financial Statements	Receipts for Year	Receivable From BMHS End of Year
CONTRACT YEAR, June 30, 2024	$ 268,418	$ 2,136,739	$ (2,006,642)	$ 398,515

Analysis of Receipts: Date of Receipt	Amount
7/20/2023	$ 16,076
7/24/2023	90,007
7/26/2023	13,161
8/3/2023	26,191
8/4/2023	14,661
8/7/2023	39,277
8/23/2023	6,250
8/24/2023	68,285
8/31/2023	20,482
9/7/2023	10,192
9/26/2023	27,973
10/11/2023	6,109
10/13/2023	187,482
10/20/2023	6,256
11/1/2023	84,903
11/7/2023	6,028
11/14/2023	1,920
11/22/2023	54,370
11/29/2023	8,567
12/1/2023	8,267
12/4/2023	151,274
12/11/2023	32,682
12/20/2023	86,277
12/28/2023	221,291
1/29/2024	128,110
2/1/2024	12,350
2/2/2024	26,962
2/16/2024	135,552
2/27/2024	44,185
3/18/2024	5,887
3/19/2024	8,115
3/20/2024	142,056
3/27/2024	22,313
3/28/2024	49,305
4/5/2024	3,333
4/23/2024	120,883
4/29/2024	9,646
4/30/2024	6,201
5/13/2024	6,962
5/21/2024	48,110
6/3/2024	4,726
6/27/2024	43,965
	$ 2,006,642

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Seacoast Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2024

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
Program Service Fees:										
Net Client Fee	$ 596,506	$ -	$ 596,506	$ 259,838	$ 21,764	$ 310,639	$ 9,917	$ (3,276)	$ (1,060)	$ (1,316)
Medicare	597,018	-	597,018	(50,942)	20,378	598,954	24,034	4,594	-	-
Medicaid	14,890,159	-	14,890,159	6,428,063	306,027	6,892,865	523,490	253,427	486,287	-
Other Insurance	2,243,049	-	2,243,049	624,327	221,911	1,344,815	38,567	13,429	-	-
Public Support - Other:										
Local/County Government	447,604	5,000	442,604	8,421	329,183	105,000	-	-	-	-
Donations/Contributions	550,208	106,529	443,679	152,900	8,266	77,410	4,709	55,614	3,270	141,510
DCYF	683	-	683	683	-	-	-	-	-	-
Federal Funding:										
Other Federal Grants	186,062	-	186,062	70,702	-	16,192	-	-	-	99,168
BMHS										
Community Mental Health	2,136,739	73,829	2,062,910	10,599	993,188	693,496	239,894	-	-	125,733
Other Revenues	1,444,921	472,622	972,299	122,201	9,795	480,201	295,130	1,568	62,710	694
	23,092,949	657,980	22,434,969	7,626,792	1,910,512	10,519,572	1,135,741	325,356	551,207	365,789
Administration	-	(657,980)	657,980	223,682	56,032	308,521	33,309	9,542	16,166	10,728
TOTAL PUBLIC SUPPORT AND REVENUES	$ 23,092,949	$ -	$ 23,092,949	$ 7,850,474	$ 1,966,544	$ 10,828,093	$ 1,169,050	$ 334,898	$ 567,373	$ 376,517

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Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2024

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
Personnel Costs:										
Salary and wages	$ 16,346,516	$ 941,593	$ 15,404,923	$ 3,646,228	$ 2,477,800	$ 7,133,027	$ 1,057,046	$ 368,345	$ 617,239	$ 105,238
Employee benefits	3,293,124	271,305	3,021,819	841,851	338,633	1,429,130	175,593	57,092	152,264	27,256
Payroll Taxes	1,091,906	59,292	1,032,614	243,769	174,017	474,382	64,168	26,216	43,082	6,980
Professional Fees:										
Accounting/audit fees	46,971	2,525	44,446	11,197	6,812	20,123	2,887	1,053	1,966	408
Legal fees	119,731	855	118,876	5,500	937	84,154	27,712	166	338	69
Other professional fees	237,517	454	237,063	32,433	12,637	35,208	5,333	2,122	3,547	145,783
Staff Devel. & Training:										
Journals & publications	1,119	-	1,119	105	-	229	-	-	785	-
In Service Training	25	25	-	-	-	-	-	-	-	-
Conferences & conventions	13,174	1,872	11,302	5,003	504	4,080	180	406	487	642
Other Staff Development	5,576	310	5,266	2,442	206	1,809	182	42	570	15
Occupancy costs:										
Rent	840,491	253,307	587,184	127,418	40,029	231,482	36,041	15,714	132,661	3,839
Other Utilities	112,062	25,664	86,398	18,552	5,898	33,797	5,364	2,318	19,939	530
Maintenance & repairs	152,489	36,785	115,704	20,899	6,749	39,475	5,978	2,571	39,437	595
Consumable Supplies:										
Office	45,975	16,962	29,013	7,695	3,069	11,851	1,801	688	3,650	259
Building/household	53,581	11,053	42,528	7,591	2,454	14,291	2,126	955	14,632	479
Medical	2,628	164	2,464	486	171	1,437	174	186	8	2
Other/Software Subscriptions	683,312	176,731	506,581	118,729	56,480	229,072	35,804	9,625	20,563	36,308
Depreciation	168,737	45,353	123,384	30,852	16,401	57,845	8,970	2,641	5,506	1,169
Equipment rental	99,999	23,707	76,292	16,619	8,282	30,108	5,943	1,409	13,340	591
Advertising	4,234	1,006	3,228	1,015	108	1,566	149	279	103	8
Printing	13,973	2,562	11,411	1,783	2,732	3,381	628	174	672	2,041
Telephone/communications	232,877	39,555	193,322	47,035	39,257	74,232	14,272	4,549	11,722	2,255
Postage/shipping	10,817	1,800	9,017	2,154	1,351	3,951	747	210	430	174
Transportation:										
Staff	279,181	3,423	275,758	66,112	24,089	105,331	69,737	3,434	4,853	2,202
Assist to Individuals:										
Client services	348,308	5,665	342,643	3,584	1,979	302,694	943	245	32,547	651
Insurance:										
Malpractice/bonding	78,521	26,069	52,452	12,978	4,160	23,571	3,739	1,634	5,998	372
Vehicles	4,285	-	4,285	-	-	728	728	-	2,829	-
Comp. Property/liability	125,964	49,872	76,092	18,861	5,982	34,189	5,425	2,353	8,737	545
Membership Dues	1,739	-	1,739	466	282	751	113	26	81	20
Other Expenditures	135,973	27,672	108,301	32,890	11,712	49,642	7,383	2,069	4,060	545
	24,550,805	2,025,581	22,525,224	5,324,247	3,242,731	10,431,536	1,539,166	506,522	1,142,046	338,976
Admin. Allocation	-	(2,025,581)	2,025,581	478,783	291,603	938,056	138,410	45,549	102,698	30,482
TOTAL PROGRAM EXPENSES	$ 24,550,805	$ -	$ 24,550,805	$ 5,803,030	$ 3,534,334	$ 11,369,592	$ 1,677,576	$ 552,071	$ 1,244,744	$ 369,458

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Seacoast Mental Health Center, Inc.

Board of Directors Listing

First	*Last*	*Term Begin*	*Term End*	*Officer*
Monica	Kieser	Jan-12	Jan-24	President
Erin	Lawson	Jan-16	Jan-25	Vice President
Mark	Cochran	Nov-17	Nov-23	Secretary
Brian	Carolan	Mar-18	Mar-24	Treasurer
Vicki	Boyd	Feb-23	Feb-26	N/A
Martha	Byam	Oct-20	Oct-23	N/A
Jason	Coleman, SMSgt NHANG	Feb-03	Feb-24	N/A
Kathleen	Dwyer	Aug-13	Aug-25	N/A
Sandi	Hennequin	May-17	May-26	N/A
Kimberly	Hyer	Apr-97	Jun-26	N/A
Andy	Mamczak	May-19	May-25	N/A
Michael	Ralph	Feb-22	Feb-25	N/A
Ned	Raynolds	May-14	May-26	N/A
Eric	Spear	Mar-19	Mar-25	N/A
Peter	Taylor	Jan-19	Jan-25	N/A
Seth	Tondreault	Feb-23	Feb-26	N/A
Mary	Toumpas	Jan-19	Jan-25	N/A

Revised 02/22/2023
Board Resignation: Dave Keaveny.
New Board Members :
Vicki Boyd and Seth Tondreault

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Geraldine A. Couture

[redacted]

Professional Experience

Seacoast Mental Health Center, Inc., Portsmouth, NH
Executive Director, April 2002

Seacoast Mental Health Center, Inc., Portsmouth, NH
Associate Director, March 1993 – April 2002
Interim Director of Child Adolescent and Family Services, November 2000 –
Compliance Officer
Oversee fiscal and administrative functions of large community mental health center
Coordinate development and monitoring of annual budget and state contract.
Facilitate ongoing development of team model Child, Adolescent and Family Services Department including direct supervision of management staff, regional planning and inter-agency collaboration.
Chair: Compliance Committee.
Member: Personnel, Staff Growth and Development and Quality Improvement Committees

Strafford Guidance Center, Inc., Dover, NH
Business Manager, December 1991 - March 1993
Assistant Business Manager, January 1991 - December 1991
Accounts Receivable Manager, August 1987 - January 1991
Actively oversee daily operations of Accounts Receivable Department in a community mental health center.
Participate in development and monitoring of annual budget and contract with the New Hampshire Division of Mental Health.

Rochester Site Office Manger, December 1986 - August 1987
Responsible for all daily operations of satellite office.

Administrative Assistant, June 1986 - December 1986
Provided administrative support services to the Director of the Community Support Program.

Fradco Holdings, Inc., Greensburg, PA
President, June 1984 - April 1986
Administered all functions of company dealing in coal, timber and natural gas holdings.

Educational Experience

University of New Hampshire, Durham, NH
Master of Health Administration, May 2001.

University of New Hampshire, Durham, NH
Bachelor of Science, College of Life Sciences and Agriculture, Family and Consumer Studies, May 1984

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Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers. Past President

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Jodi F. Marshall (Leverone), M.D.

Education

Dartmouth Medical School, Hanover, NH — 2002 – 2006
Medical Degree

Hamilton College, Clinton, NY — 1997 – 2001
Bachelor of Arts in Neuroscience, Magna Cum Laude

Postdoctoral Training

Geriatric Psychiatry Fellowship — 2010 – 2011
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Chief Resident, Adult Psychiatry Residency Training Program — 2009 - 2010
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Adult Psychiatry Residency Training Program — 2008 - 2009
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Combined Residency in Internal Medicine and Psychiatry — 2006 - 2008
Dartmouth-Hitchcock Medical Center, Lebanon, NH

Academic Appointments

Instructor in Psychiatry — 2009 - 2011
Dartmouth Medical School, Hanover, NH

Professional Work Experience

Chief Medical Officer — 2022 - present
Seacoast Mental Health Center, Portsmouth, NH

Medical Director — 2020 – 2022
St. Joseph Hospital, Senior Behavioral Health Unit, Nashua, NH

Medical Director — 2019 - 2020
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

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Staff Psychiatrist 2015 - 2019
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

Staff Psychiatrist 2011 - 2015
Seacoast Mental Health Center, Portsmouth, NH

Consulting Psychiatrist 2013 - 2014
Optum Telepsychiatry Services and MindCare

Staff Psychiatrist 2012 - 2013
Frisbie Memorial Hospital, Department of Geropsychiatry, Rochester, NH

Physician in Charge 2008 – present
New Hampshire Hospital, Concord, NH

Clinical Skills

In addition to having the basic skill set of a general adult psychiatrist and geriatric psychiatrist, I also have experience in the following areas:

Hospice/Palliative Care

Clinical Trials

Community Mental Health Care

Electroconvulsive Treatment

Research Experience

Study Physician 2008 - 2009
Dartmouth Psychopharmacology Research Group, Concord, NH
Worked on several projects investigating pharmacological interventions for patients with schizophrenia, with a focus on those in the first episode of psychosis and those with co-occurring substance use disorders.

Research Assistant 2005
Dartmouth Medical School, Department of Psychiatry, Lebanon, NH
Assisted in developing an algorithm for simplifying complex psychotropic medication regimens.

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Technical Research Assistant 2000 - 2003
Center for Neurologic Diseases, Harvard Medical School,
and Brigham and Women's Hospital, Boston, MA
Examined the use of immunotherapy for the prevention and
treatment of Alzheimer's disease.

Committee Assignments

Chair, Behavioral Health Committee 2020 – present
St. Joseph Hospital

Geriatric Best Practice Committee 2011- 2012
Exeter Hospital

Compliance Committee 2009 - 2010
Dartmouth-Hitchcock Psychiatric Associates

Residency Call Committee 2009
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Curriculum Redesign Committee 2008 - 2009
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Ethics Committee 2008 – 2010
Dartmouth-Hitchcock Medical Center

Education Policy Committee 2006 – 2010
Psychiatry Residency Training Program, Dartmouth-Hitchcock Medical Center

Professional Memberships and Activities

American Association for Geriatric Psychiatry 2008 – present
American Psychiatric Association 2004 - 2012
American Medical Association 2002 - 2009

Academic Awards and Honors

Staff Excellence Award, New Hampshire Hospital 2011
American Psychiatric Institute for Research and Education 2008
and Janssen Pharmaceutica Research Scholar
Department of Internal Medicine Excellence in Teaching Award 2006
Department of Psychiatry Award for Excellence in Clinical Psychiatry 2006
Graduated *magna cum laude* from Hamilton College. 2001
Phi Beta Kappa, invited member, Hamilton College 2001
Sigma Xi, the scientific research society, invited member, Hamilton College 2001
Awarded distinction upon completion of honors senior thesis in Neuroscience, 2001
Hamilton College.

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Honors Senior Thesis in Neuroscience, Hamilton College, 2000 - 2001
chool,
and Brigham and Women's Hospital, Boston, MA
Psi Chi, the national honor society for psychology, invited member, 2000
Hamilton College

Teaching Experience

Lecturer, Adult Psychiatry Residency Program Didactics Series 2009 – 2010
Dartmouth-Hitchcock Medical Center, Lebanon, NH
Instructor, Critical Thinking for Medical Students 2009 - 2010
Dartmouth Medical School, Hanover, NH

Instructor and Lecturer, Third Year Medical Student Psychiatry Clerkship 2008 - 2010
Dartmouth Medical School, Hanover, NH

Original Articles

Marshall JF. Early Intervention in Psychosis. American Journal of Psychiatry Residents' Journal August 2009: 5-6.

Lemere CA, Beierschmitt A, Iglesias M, Spooner ET, Bloom JK, **Leverone JF**, Zheng JB, Seabrook TJ, Louard D, Li D, Selkoe DJ, Palmour RM, Ervin FR. Alzheimer's disease A beta vaccine reduces central nervous system abeta levels in a non-human primate, the Caribbean vervet. American Journal of Pathology 2004;165(Pt 1): 283-97.

Gandy S, DeMattos RB, Lemere CA, Heppner FL, **Leverone J**, Aguzzi A, Ershler WB, Dai J, Fraser P, Hyslop PS, Holtzman DM, Walker LC, Keller ET. Alzheimer A beta vaccination of rhesus monkeys (Macaca mulatta). Alzheimer's Disease and Associated Disorders 2004;18(Pt 1): 44-6.

Gandy S, DeMattos RB, Lemere CA, Heppner FL, **Leverone J**, Aguzzi A, Ershler WB, Dai J, Fraser P, St George Hyslop P, Holtzman, DM, Walker LC, Keller E. Alzheimer's Aβ vaccination of rhesus monkeys (*Macaca mullata*). Mechanisms of Ageing and Development 2004;125:149-151.

Lemere CA, Spooner ET, LaFrancois J, Malester B, Mori C, **Leverone JF**, Matsuoka Y, Taylor, J., DeMattos RB, Holtzman DM, Clements JD, Selkoe DJ, Duff KE. Evidence for peripheral clearance of cerebral Aβ protein following chronic, active Aβ immunization in PSAPP mice. Neurobiology of Disease 2003;14(Pt 1): 10-18.

Leverone JF, Spooner ET, Lehman HK, Clements JD, Lemere CA. Aβ1-15 is less immunogenic than Aβ1-40/42 for intranasal immunization of wild-type mice but may be effective for "boosting." Vaccine 2003;21(Pts 17-18):2197-2206.

Lemere CA, Spooner ET, **Leverone JF**, Mori C, Iglesias M, Bloom JK, Seabrook TJ. Amyloid-beta immunization in Alzheimer's disease transgenic mouse models and wildtype mice. Neurochemical Research 2003; 28(Pt 7):1017-1027.

Spooner ET, Desai RV, Mori C, **Leverone JF**, Lemere CA. The generation and characterization of potentially therapeutic Aβ antibodies in mice: Differences according to strain and immunization protocol. Vaccine 2002;21(Pts 3-4):290-297.

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Lemere CA, Spooner ET, **Leverone JF**, Mori C, Clements JD. Intranasal immunotherapy for the treatment of Alzheimer's disease: *Escherichia coli* LT and LT(R192G) as mucosal adjuvants. Neurobiology of Aging 2002;23(Pt 6):991-1000.

Book Chapters

Lemere CA, Spooner ET, **Leverone JF**, Clements JD. Improvements in intranasal amyloid-beta (Aβ) immunization in mice. In: Selkoe DJ, Christen Y, editors. Immunization against Alzheimer's disease and other neurodegenerative disorders. New York: Springer-Verlag; 2003.

Lemere CA, Seabrook TJ, Iglesias M, Mori C, **Leverone JF**, Spooner ET. Modulating amyloid-beta levels by immunotherapy: A potential strategy for the prevention and treatment of Alzheimer's disease. In: Saido TC, editor. Amyloid-beta metabolism and Alzheimer's disease. Landes Biosciences; 2003

Scientific Communications

DL Noordsy, **JF Marshall.** JN Wieland Smith, AI Green. Clozapine vs. risperidone for people with first episode schizophrenia and co-occurring cannabis use disorder (poster). International Congress on Schizophrenia Research 2009 San Diego, California, USA.

DL Noordsy, **JF Marshall**, JN Wieland Smith, AI Green. Clozapine vs. risperidone for people with first episode schizophrenia and co-occurring cannabis use disorder (poster). 23rd Annual Neuroscience Day 2009. Dartmouth-Hitchcock Medical Center, Lebanon, NH, USA.

CA Lemere, M Iglesias, ET Spooner, JK Bloom, **JF Leverone**, D Li, JB Zheng, TJ Seabrook, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in aged vervet monkeys reduces Aß levels in brain and CSF (platform). Society for Neuroscience 33rd Annual Meeting 2003 New Orleans, Louisiana, USA.

CA Lemere, M Iglesias, ET Spooner, JK Bloom, **JF Leverone**, D Li, JB Zheng, TJ Seabrook, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in old vervet monkeys leads to the generation of anti-Aß titers, decreased Aß levels in CSF and decreased Aß levels in the periphery (platform). 6th International Conference on Progress in Alzheimer's and Parkinson's Diseases 2002. Seville, Spain.

CA Lemere, ET Spooner, **JF Leverone**, D Li, JB Zheng, A Monsonego, DJ Selkoe, FR Ervin, RM Palmour, A Beierschmitt. Aß immunization in monkeys generates anti-Aß titers and increased peripheral Aß levels (platform). Society for Neuroscience 32nd Annual Meeting 2002. Orlando, FL, USA.

ET Spooner, **JF Leverone**, D Li, M Reed, W Xia, CA Lemere. Chronic intranasal Aß immunization in APP Tg mice: A lasting effect? (poster). Society for Neuroscience 32nd Annual Meeting 2002. Orlando, FL, USA.

CA Lemere, ET Spooner, J LaFrancois, **JF Leverone**, Y Matsuoka, R DeMattos, D Holtzman, JD Clements, DJ Selkoe, KE Duff. Evidence for the "peripheral sink" hypothesis following chronic, active Aß immunization in PSAPP mice (poster). 8th International Conference on Alzheimer's Disease and Related Disorders 2002. Stockholm, Sweden.

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ET Spooner, **JF Leverone**, B Malester, J LaFrancois, J Clements, DJ Selkoe, K Duff, CA Lemere. Immunization [illegible]vels and corresponding increase in serum Aß (2002) (poster). Massachusetts Alzheimer's Disease Research Center 15th Annual Poster Session 2002. Massachusetts General Hospital, Boston, MA, USA.

CA Lemere, ET Spooner, B Malester, J LaFrancois, C Mori, **JF Leverone**, JD Clements, DJ Selkoe, KE Duff. Aß immunization of PSAPP mice leads to decreased cerebral Aß and a corresponding increase in serum Aß (platform). Society for Neuroscience 31st Annual Meeting 2001. San Diego, CA, USA.

JF Leverone, ET Spooner, C Mori, DA Weldon, H Lehman, JD Clements, CA Lemere. E.coli heat labile enterotoxin (LT) dramatically increases anti-Aß antibody titers following intranasal (i.n.) Aß immunization in mice (poster). Society for Neuroscience 31st Annual Meeting 2001. San Diego, CA, USA.

ET Spooner, **JF Leverone**, C Mori, JD Clements, DJ Selkoe, CA Lemere. Nasal immunization of B6D2F1 mice with heat labile enterotoxin (poster). Massachusetts Alzheimer's Disease Research Center 14th Annual Poster Session 2001. Massachusetts General Hospital, Boston, MA, USA.

Oral Presentations

Palliative Care in Dementia Jeanne Anderson Alzheimer's Conference, Dartmouth Hitchcock Medical Center	2010
End of Life Care in Dementia Palliative Care Department, Dartmouth Hitchcock Medical Center	2011

Licensure and Certification

Board Certification in Geriatric Psychiatry	2014
Board Certification in Psychiatry	2011
New Hampshire Medical License #14086	2008

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WASSEF M. HANNA, M. D.
[redacted]

Experience

Medical Director
Responsible for insuring the delivery of quality psychiatric care
Seacoast Mental Health Center
Portsmouth, New Hampshire
1975-Present

Medical Director
Responsible for insuring delivery of psychiatric care to children, adolescents, and their families
Portsmouth Pavilion Adolescent Unit
Portsmouth, New Hampshire
1988-Present

Private Practice
Psychiatric treatment of adults and of children and their families
1968-Present

Chief of Psychiatry
Insure quality of psychiatric care delivered at Portsmouth Pavilion
Portsmouth Hospital
1987-1993

Director of Training
Responsible for training of Harvard Fellows in Child Psychiatry
Gaebler Training Program in Child Psychiatry
Gaebler Children's Center
Waltham, Massachusetts
1975-1985

Staff Psychiatrist
Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist
Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

Assistant Clinical Professor of Psychiatry
Responsible for the education of third year Tufts University Medical Students during their rotation in Child Psychiatry and for Tufts University residents in Adult Psychiatry during their rotation in Child Psychiatry
Tufts University Medical School
Boston, Massachusetts
1979-1985

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Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

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Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

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"Enuresis", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971
Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968
Presented at the Annual Meeting of the American Academy of Child Psychiatry, 1968

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LISA BURGESS, MBA

Professional Summary

- Detail-oriented professional with 20+ years experience applying financial managerial accounting and revenue cycle practices.
- The ability to lead multiple projects and departments simultaneously
- Leader with strong analytical, problem solving, and organizational skills
- Extensive experience in full life cycle of general accounting.

Areas of Expertise

Lawson (Report Writing)
MAS90 (Crystal Reports reporting)
Banner (WEBI)
Great Plains (FRX Reporting)
ADP Payroll
Microsoft Office (Word, Excel, PowerPoint, Access, Outlook)
EPIC
McKesson
Crystal Reporting

Work Experience

Director of Finance
August 2020 to Present

Rockingham VNA & Hospice – Exeter, NH

- Analyze and present financial results to Board of Trustees
- Effectively communicate ad present critical financial matters to the Board of Trustees
- Manage a team of six in all facets of accounting, payroll and billing functions
- Provides executive management with advice on financial implications of business activities
- Manages and supervises the entire billing and revenue recognition process for the agency
- Oversee all collection functions
- Provide leadership in the development of strategic financial objectives
- Directs and oversees all aspects of the finance and accounting functions
- Establishes and oversees policies and procedures for internal audit
- Monitor investment activities
- Ensures effective internal controls are in place in accordance with GAAP
- Understanding of financial and accounting needs as well as requirements related to home care and hospice
- Provides leadership to the directors/managers in improving efficiency and effectiveness of the budget and institution guidelines
- Oversee and lead annual budgeting and planning process
- Coordinate and lead the annual audit
- Manage organizational cash flow and forecasting

Mgr Rev Ops, Customer Service & Cash Ops
November 2016 to July 2020

Elliot Hospital – Manchester, NH

Revenue Operations

- Analyze top payer denials, identified solutions to increase cash and lower A/R days
- Ensure data accuracy accountability for financial performance and revenue enhancements
- Analyzed operations on an ongoing basis, developed reports that evaluated and demonstrated performance gains
- Responsible for hiring, firing and disciplinary actions within all departments
- Regularly meet with direct reports and departments weekly
- Prepared adhoc reporting to CFO
- Establish procedures, guidelines and project schedules
- Researched and analyzed revenue and reimbursement trends
- Ensures 100% accuracy of all reporting performed by the Revenue Cycle team.
- Oversees data analysis and trending/management reporting to substantiate positive, compliant net revenue impact

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- Oversees and communicates education and training with providers and department(s) as necessary
- Develop and monitor metrics to ensure functions of the revenue cycle team are performed efficiently
- Adapts standard procedures to meet different urgent conditions; makes decisions based on precedent
- Oversees and communicates education and training with providers and department(s)
- Develops and monitors metrics to ensure functions of the revenue integrity team are performed efficiently
- Maintains confidentiality of all hospital information. Maintains a high level of integrity, professionalism, and trust with employees and team members.
- Collaborates effectively with others to achieve positive work outcomes
- Assists in promoting a positive work environment
- Remains receptive to suggestion; continually seeks to improve performance of all departments
- Maintains flexibility and optimizes solutions in the face of a changing work environment

Customer Service

- Manage Customer Service department—oversee staff of four
- Listened to and resolved customer complaints and addressed concerns with employees
- Managed a customer service team that encompasses data analysis, customer complaints as well as auditing responsibilities
- Developed processes to ensure customers are receiving requests in a timely and efficient manner
- Provides a high level of customer service to every transaction and encounter.
- Work with team members to achieve departmental goals while providing excellent customer service
- Implemented new early out self pay vendor—as issues arise they are immediately addressed with the vendor
- Track early out collection rates to ensure they meet or exceed our target goals
- Implemented new bad debt vendor—meet weekly to address issues
- Track bad debt collection rates to ensure they meet or exceed our target goal
- Remains accountable, dependable, reliable, and self-directed to complete work deadlines while maintaining composure

Cash Management

- Manage Cash Operations department—oversee staff of eight
- Review cash procedures and implement the appropriate finance controls to ensure cash is reconciled and posted in a timely manner
- Maintain a high standard of supervisory control across all functions performed
- Knowledge of budgeting and cash forecasting
- Support and drive all insurance companies to pay electronically
- Ability to multi-task with changing deadlines
- Ensures adherence to all policies, procedures and practices

Senior Financial Analyst
November 2014-November 2016
Elliot Hospital-Manchester NH

- Collaborate with clinical, revenue cycle and other EHS departments and leaders to protect revenue, identify opportunities and improve processes
- Assign projects and oversee daily activities of the Revenue Integrity Liaison
- Work with internal and external resources to support vendor applications, systems, tools and resources
- Assist in creation of financial reporting of payer variances, denials and contract variations to ensure accurate and timely payments
- Perform data analysis, trending and management reporting to substantiate positive, compliant net revenue impact
- Serve as a resource for department managers, physicians and administration to obtain data and reports supporting Revenue Cycle
- Develop and monitor metrics to ensure functions of the revenue integrity team are performed efficiently
- Maintains confidentiality of all hospital information.
- Maintains a high level of integrity, professionalism and trust with employees and team members.
- High level of customer service to every transaction and encounter with the ability to effectively communicate and resolves needs/concerns
- Prepare data and presentations for senior leadership

Senior Accountant
March 2009 to October 2014
Elliot Hospital – Manchester, NH

- Researched and resolved monthly cash variances that were outstanding for two years upon arrival
- Implemented policies and procedures that resulted in a variance free cash reconciliation on a monthly basis
- Computed, verified and recorded monthly accruals
- Prepared and submitted monthly reports to external organizations in an accurate and timely manner
- Performed detailed analysis of preliminary financial reports focusing on actual to budget variances of 200 departments
- Executed and prepared the monthly closing of a small company by booking all activity related to Revenue, C/A Cash, A/R and prepared roll forwards
- Computed and prepared monthly consolidations including elimination entries between department's
- Performed complex general accounting functions, including preparation of journal entries, account analysis and balance sheet reconciliations
- Converted New England EMS Institute from cash basis to accrual basis accounting.

- Implemented as well as trained staff on new accrual basis and continued to be a resource to the staff
- Assisted with the implementation of new Pharmacy system and developed a reconciliation process
- Led in reconciling a complex lab reconciliation that was outstanding and unreconciled for 10 years upon arrival
- Developed, analyzed and trained department on various accounting reconciliations including Works EFT program and Paymode
- Resource to the department with streamlining tasks, formula questions and ways to be more efficient with daily tasks
- Prepare year-end audit papers and respond to auditor's questions

Accountant II/Supervisor

May 2005 to November 2007
July 2000-July 2004

University System of New Hampshire

- Supervised and scheduled the work for a team of five (1 full time and four part-time employees) in all facets of Fixed Assets and Equipment
- Provided coaching, training and feedback to all employees on daily tasks.
- Led a six-month Fixed Asset conversion software project by working with IT on required modules, reconciling before the conversion
- Trained, developed reporting and coached F/A clerk on the new system
- Assisted F/A clerk with biennial inventory process and worked with Directors to ensure reports were received back within a 30-day timeframe
- Responsible for monitoring and assigning attributes to fund/org/accounts that are established by department directors
- Reconcile and perform the A133 reconciliation for the annual audit
- Prepare all necessary work papers for Fixed Assets and Indirect Cost at year end close
- Analyzed Actual to budget variances above 10% on the P &L quarterly and provided reconciliations to support financial statements
- Prepared and analyzed auxiliary and internally designated schedule for the financial statements
- Prepared numerous work papers for year-end audit provided to PWC
- Assisted trustee packages by preparing financial data for charts and graphs
- Prepare specific footnotes to support the financial statements
- Examined financial ratios and prepare charts and graphs through specific data
- Prepare deferred revenue and accrued expense entries when needed at the end of the year
- Audited Purchasing Card documents for all USNH departments to ensure departments are following proper policies and procedures to prevent fraudulent activity
- Assisted business managers in ways of correcting reoccurring findings or issues during audits
- Prepared funding requisitions and reconcile bank statements related to HEFA and KEEP constructions projects
- Reconciled Accounts Payable on a monthly basis and provide journal entries to correct variances

Education

Crystal Reports Certification Report Writing
May 2021

Epic Certification Reporting Workbench 2017

Madison WI

University of Phoenix December 2015

Phoenix, AZ

Health Informatics Certification-GPA 4.00

Plymouth State College May 2005

Plymouth, NH

MBA-GPA 3.75

New Hampshire College June 2002

Dover, NH
Business Accounting
Bachelor's Degree-GPA 3.70

Docusign Envelope ID: B044B015-CA8D-4821-9615-BE5217BFF3CE

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: **Seacoast Mental Health Center, Inc.**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Geraldine Couture	President/ CEO	$0.00	$236,379.00
Jodi Marshall	Chief Medicare Officer	$0.00	$300,754.48
Wassfy Hanna	Medical Director	$0.00	$161,772.00
Lisa Burgess	VP of Finance & Administrative	$0.00	$153,816.00

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite 1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $9,818,740. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature Signed by: Bryant Hardwick 244E5BF089994CD... Date: 6/2/2025		1.12 Name and Title of Contractor Signatory Bryant Hardwick Board President	
1.13 State Agency Signature DocuSigned by: Katja S. Fox E0D005B04C64427... Date: 6/2/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By: Director, On:			
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 74873484494468... On: 6/2/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number: G&C Meeting Date:			

Contractor Initials: Initial BH
Date: 6/2/2025

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 .Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

Initial

Contractor Initials BH

Date 6/2/2025

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

Initial

Contractor Initials BH

Date 6/2/2025

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

Initial
Contractor Initials BH
Date 6/2/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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
Supported Housing

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 9 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least one (1) full-time HBSP Housing Specialist. The HBSP Housing Specialist must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialist and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialist maintains a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialist must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

1.4.23.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

1.4.23.2.2. Ensuring data files and records are consistent with reporting specification requirements.

1.4.23.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) days.

1.4.23.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

1.4.23.2.5. Participating in Departmental efforts for system-wide data quality improvement.

1.4.23.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

1.4.23.2.6.1. All data is formatted in accordance with the file specifications;

1.4.23.2.6.2. No records will reject due to invalid characters or invalid formatting; and

1.4.23.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1. 4.23.4.; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

1.4.23.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

1.4.23.4.4. Failure of the Contractor to implement the plan may require:

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. **Supported Housing Expanded Program**

1.5.1. The Contractor must operate a program for adults with serious mental illness that includes:

1.5.1.1. Independent living units for a minimum of two (2) individuals with approximately 120 calendar days average length of stay; and

1.5.1.2. In-Home Providers for a minimum of 4 individuals.

1.5.2. The Contractor must ensure the personnel provided includes at least a 0.5 Full Time Equivalent (FTE) program manager to oversee the 6-bed expansion program.

1.5.3. The Contractor must ensure referrals for this program are prioritized for the following individuals:

1.5.3.1. Individuals being discharged from New Hampshire Hospital or Glencliff Home;

1.5.3.2. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

1.5.3.3. Individuals with dual diagnosis of severe mental illness and developmental disability who are ready to discharge from a community residence; and

1.5.3.4. Individuals requiring short-term housing assistance to stabilize their living situation.

1.5.4. The Contractor must ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

1.5.5. The Contractor must ensure discharge planning begins within 30 calendar days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor must ensure discharge planning includes, but is not limited to:

1.5.5.1. Initial assessment of the individual's ability to live independently.

1.5.5.2. Input of wants and needs from the client, and guardian if applicable.

1.5.5.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

1.5.6. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.5.6.1. Ensure compliance with policies implemented; and

1.5.6.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.5.7. The Contractor must submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements including, but not limited to:

1.5.7.1. Total number of vacant and occupied beds during the reported period.

1.5.7.2. Total number of individuals referred, admitted and discharged during the reporting period.

1.5.7.3. Length of stay upon discharge.

1.5.7.4. All referral source(s) and discharge locations.

1.5.7.5. Programmatic offerings.

1.5.7.6. Reasons for any denials from entry.

1.6. **Northam House**

1.6.1. The Contractor must operate a three (3) bed certified community residence program located at 83 Country Farm Cross Rd, Dover, NH for adults who:

1.6.1.1. Have a dual diagnosis of severe mental illness/severe and persistent mental illness, and a developmental disability;

1.6.1.2. Are eligible for community mental health services;

1.6.1.3. Are determined eligible by a Developmental Services Area Agency with complex clinical and forensic behaviors; and

1.6.1.4. Are admitted, but are no longer in need of the clinical level of care provided by New Hampshire Hospital (NHH), Glencliff Home, or Designated Receiving Facilities (DRFs), and in order to successfully transition to the least restrictive environment in their community of choice do require:

1.6.1.4.1. A high level of supervision;

1.6.1.4.2. A high level of clinical need; and

1.6.1.4.3. A high ratio of staff to resident.

1.6.2. The Contractor must accept referrals from NHH, DRFs, Glencliff Home, and the CMHCs.

1.6.3. The Contractor must maintain the appropriate licenses and certifications to operate the facility pursuant to New Hampshire Administrative Rules He-P 814, He-M 1000, and/or He-M 1002.

1.6.4. The Contractor must provide residential and wrap-around services in accordance with applicable New Hampshire Administrative Rules found in chapters He-M 202, He-M 310, He-M 400, and He-M 500.

1.6.5. The Contractor must maintain referral, admission, evaluation, and discharge processes, and provide them to the Department upon request.

1.6.6. The Contractor must ensure that discharge planning begins at admission. The Contractor must provide a written discharge plan that includes the following:

1.6.6.1. An evaluation of the individual's current situation;

1.6.6.2. The individual's current mental health or healthcare status and transition plan for the individual's transition into another service intensity level of care within supportive housing, or otherwise transition to a less restrictive environment or more intensive environment, as appropriate to meet the individual's care needs;

1.6.6.3. Developing and implementing a collaborative relationship with the Community Mental Health Center and natural supports, including family, to develop treatment plans designed to return each individual to the community;

1.6.6.4. Involving the individual's family to support integration into the community, with the individual's consent; and

1.6.6.5. Identifying any barriers to placement in the community and developing a plan to overcome those barriers, with an emphasis on the interventions necessary to promote more opportunities for community integration.

1.6.7. The Contractor must provide, in writing, the following information to the Department on a quarterly basis and through yearly chart audits, to include:

1.6.7.1. The number of individuals admitted and discharged during that time period;

1.6.7.2. Any waitlist times;

1.6.7.3. Readmission rates to both NHH and emergency departments for individuals being served;

1.6.7.4. The individual's progress towards independent living including, but not limited to:

1.6.7.4.1. Medication issues.

1.6.7.4.2. Problematic behaviors.

1.6.7.4.3. Sentinel events.

1.6.7.5. Length of stay upon discharge;

1.6.7.6. All referral source(s) and discharge locations;

1.6.7.7. Employment status upon entry and exit;

1.6.7.8. Time for individuals to transition from the program to other community based living;

1.6.7.9. Evidence of the individual's involvement in development of their service plan and crisis/safety plan; and

1.6.7.10. Where individuals were discharged, and what services were in place upon discharge.

1.7. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.8. Maintenance of Fiscal Integrity

1.8.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.8.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.8.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.8.1.2.1. All revenue sources and expenditures; and

1.8.1.2.2. A budget column allowing for budget to actual analysis;

1.8.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

1.8.1.3.1. All revenue sources and all related expenditures for the Program; and

1.8.1.3.2. A budget column allowing for budget to actual analysis; and

1.8.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

1.8.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

1.8.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

1.8.3.1. Days of Cash on Hand:

1.8.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

1.8.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

1.8.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.8.3.2. Current Ratio:

1.8.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

1.8.3.2.2. Formula: Total current assets divided by total current liabilities.

1.8.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

1.8.3.3. Debt Service Coverage Ratio:

1.8.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

1.8.3.3.2. Definition: The ratio of net income to the year-to-date debt service.

1.8.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year-to-date debt service (principal and interest) over the next twelve (12) months.

1.8.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

1.8.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

1.8.3.4. Net Assets to Total Assets:

1.8.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

1.8.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

1.8.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

1.8.3.4.4. Source of Data: The Contractor's monthly financial statements.

1.8.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

1.8.4. If the Contractor does not meet either:

1.8.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.8.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

1.8.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

1.8.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

1.8.5. The Contractor must update and submit the corrective action plan to the Department, at least every 30 calendar days, until compliance is achieved. The Contractor must:

1.8.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.8.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.9. Reduction or Suspension of Funding

1.9.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are reduced, suspended, or reallocated, the Department shall provide immediate written notification to the Contractor of such reduction, suspension, or reallocation.

1.9.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.9.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

1.9.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

1.9.1.2.2. Crisis services for all individuals.

1.9.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

1.9.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

1.10. Elimination of Programs and Services by Contractor

1.10.1. Not including service reductions collaboratively addressed in Section 1.9. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.10.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

1.10.3. The Contractor must not redirect funds allocated in the Contractor's budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

1.11. The Contractor must participate in meetings with the Department as requested by the Department.

1.12. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.13. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.14. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.15. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.16. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.17. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide

for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the admission, discharge, transfer, and shared care insights solution.

1.17.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.18. Background Checks

1.18.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.18.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.18.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.18.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.19. Confidential Data

1.19.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the

Department's Information Security Requirements Exhibit as referenced below.

1.19.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.20. Privacy Impact Assessment

1.20.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.20.1.1. How PII is gathered and stored;

1.20.1.2. Who will have access to PII;

1.20.1.3. How PII will be used in the system;

1.20.1.4. How individual consent will be achieved and revoked; and

1.20.1.5. Privacy practices.

1.20.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.21. Department Owned Devices, Systems and Network Usage

1.21.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.21.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

Initial

1.21.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to access information without having the express authority of the Department to do so;

1.21.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.21.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.21.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.21.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.21.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.21.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.21.1.9. Agree when utilizing the Department's email system:

1.21.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.21.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.21.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.21.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.21.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.21.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.21.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.21.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.21.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.21.2. Workspace Requirement

1.21.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.22. Contract End-of-Life Transition Services

1.22.1. General Requirements

1.22.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.22.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.22.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.22.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.22.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain

in effect until the Data Transition is accepted as complete by the Department.

1.22.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.22.2. Completion of Transition Services

1.22.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.22.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.22.3. Disagreement over Transition Services Results

1.22.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in

accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the

services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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 further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

9. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

11.2.1. 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.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc., DBA Community Partners of Strafford County

Budget Request for: Supported Housing

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 15%

Line Item	Housing Bridge (SFY 2026)	Supported Housing Expanded Program (SFY 2026)	Transitional Housing (SFY 2026)	Housing Bridge (SFY 2027)	Supported Housing Expanded Program (SFY 2027)	Transitional Housing (SFY 2027)
1. Salary & Wages	$56,000	$11,504	$28,000	$56,000	$11,504	$28,000
2. Fringe Benefits	$17,000	$5,000	$6,538	$17,000	$5,000	$6,538
3. Consultants	$0	$0	$0	$0	$0	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200	$0	$0	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0	$0	$0
5.(e) Supplies - Office	$700	$600	$1,000	$700	$600	$1,000
6. Travel	$600	$600	$0	$600	$600	$0
7. Software	$700	$4,000	$0	$700	$4,000	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$0	$0	$0
8. (b) Other - Education and Training	$600	$1,000	$0	$600	$1,000	$0
8. (c) Other - Other (specify below)	$0	$0	$0	$0	$0	$0
Occupancy	$4,200	$0	$98,000	$4,200	$0	$98,000
Telephone	$1,400	$500	$3,600	$1,400	$500	$3,600
Postage	$250	$0	$0	$250	$0	$0
Audit & Legal	$300	$500	$0	$300	$500	$0
Insurance	$600	$0	$7,500	$600	$0	$7,500
Client Funds	$500	$5,500	$0	$500	$5,500	$0
Criminal Records Checks	$300	$0	$0	$300	$0	$0
Repair & Maintenance	$0	$5,060	$8,000	$0	$5,060	$8,000
Facility Fit Up Costs	$0	$2,000	$0	$0	$2,000	$0
Rental Payments	$0	$30,000	$0	$0	$30,000	$0
Utilities	$0	$3,000	$0	$0	$3,000	$0
9. Specialty Housing Provisions	$0	$0	$0	$0	$0	$0
10. Subrecipient Contracts	$0	$260,000	$0	$0	$260,000	$0
Total Direct Costs	$83,150	$329,264	$152,638	$83,150	$329,264	$152,638
Total Indirect Costs	$12,473	$40,389	$22,895	$12,473	$40,389	$22,895
Subtotals	$95,623	$369,653	$175,533	$95,623	$369,653	$175,533
					TOTAL	**$1,281,616**

Initial

Contractor Initials: BH

Date: 6/2/2025

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

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This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

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Date 6/2/2025

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	Community Partners
The State	Name of the Contractor
DocuSigned by: Katja S. Fox 5D9D05B04C63443...	Signed by: Bryant Hardwick 244E5BF0B0994CD...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Bryant Hardwick
Name of Authorized Representative	Name of Authorized Representative
Director	Board President
Title of Authorized Representative	Title of Authorized Representative
6/2/2025	6/2/2025
Date	Date

Initial: BH
Contractor Initials

Date 6/2/2025

Docusign Envelope ID: 4DCD1F59-1EF0-4B76-BED8-B670D8F4CA21

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 24, 1982. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **62273**

Certificate Number: **0007142114**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 4DCD1F59-1EF0-4B76-BED8-B670D8F4CA21

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that COMMUNITY PARTNERS OF STRAFFORD COUNTY is a New Hampshire Trade Name registered to transact business in New Hampshire on October 27, 2003. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **455172**

Certificate Number: **0007142160**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2025.

David M. Scanlan

Secretary of State

Docusign Envelope ID: 4DCD1F59-1EF0-4B76-BED8-B670D8F4CA21

CERTIFICATE OF AUTHORITY

I, Ann Landry _____, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Secretary of _Behavioral Health & Developmental Services of Strafford County Inc, d/b/a Community Partners of Strafford County Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 27th_, 2025____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That _Bryant Hardwick, President_ (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Behavioral Health & Developmental Services of Strafford County Inc, d/b/a Community Partners of Strafford County 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: May 27, 2025

Ann Landry
Signature of Elected Officer
Name: Ann Landry
Title: Secretary

Docusign Envelope ID: 4DCD1F59-1EF0-4B76-BED8-B670D8F4CA21

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/07/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cross Insurance-Manchester 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michele Palmer PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com
INSURED Behavioral Health & Developmental Services of Strafford County Inc, 113 Crosby Road, Ste 1 Dover NH 03820	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Massachusetts Bay Ins Co — 22306 INSURER B: Allmerica Financial Benefit — 41840 INSURER C: Hanover Ins Co. — 22292 INSURER D: Granite State Health Care and Human Services Self- — INSURER E: Philadelphia Indemnity Ins Co — 18058 INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** 24-25 All/25-26 NH WC **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [X] OTHER: Professional Liability			ZDVJ21776402	11/01/2024	11/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Professional Liability	$ 1,000,000 $ 100,000 $ 20,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWVJ207949	11/01/2024	11/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 1,000,000 $ $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			UHVJ21828502	11/01/2024	11/01/2025	EACH OCCURRENCE AGGREGATE 	$ 7,000,000 $ 7,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		P01993HCHS2025 (3a.) NH	01/01/2025	01/01/2026	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Directors & Officers Liability			PHSD1835742	11/01/2024	11/01/2025	Limit Deductible	$5,000,000 $35,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER

State of NH; Department of Health & Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Dover, NH 03820
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Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency

Mission: Community Partners connects the individuals and families we serve to the opportunities and possibilities for full participation in their communities.

Vision: We serve those who experience emotional distress, mental illnesses, substance use disorders, developmental disabilities, chronic health needs, acquired brain disorder, as well as those who are in need of information and referral to access long-term supports and services.

We strive to be an organization that consistently delivers outstanding services and supports that are person-focused and dedicated to full participation in communities.

We will take leadership roles in educating our community network, families, and the public to reduce stigma and to increase self-determination and personal empowerment.

We are committed to evidence-based and outcome-driven practices.

We will invest in our staff to further professional development and foster an environment of innovation.

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CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2024 and 2023

With Independent Auditor's Report

Docusign Envelope ID: 4DCD1F59-1EF0-4B76-BED8-B670D8F4CA21

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INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners of Strafford County and Subsidiaries

Opinion

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2024 and 2023, and the related consolidated statements of activities, functional revenue and expenses without donor restrictions, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of the Organization as of June 30, 2024 and 2023, and the changes in their net assets and their cash flows for the years then ended in accordance with U.S. generally accepted accounting principles (U.S. GAAP).

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards (U.S. GAAS). Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated Financial Statements section of our report. We are required to be independent of the Organization and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Change in Accounting Principle

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance, during the year ended June 30, 2024. Our opinion is not modified with respect to that matter.

Responsibilities of Management for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with U.S. GAAP, and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated Financial Statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. 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 consolidated financial statements.

In performing an audit in accordance with U.S. GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Organization's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Organization's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners of Strafford County and Subsidiaries

Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The consolidating statements of financial position and consolidating statements of activities (collectively, supplementary information) are presented for purposes of additional analysis, rather than to present the financial position and changes in net assets of the individual entities and are not a required part of the consolidated financial statements. Such supplementary information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The supplementary information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. GAAS. In our opinion, the supplementary information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 31, 2024

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS OF STRAFFORD COUNTY AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2024 and 2023

	2024	2023
ASSETS		
Cash and cash equivalents	$ 9,084,851	$ 10,433,681
Restricted cash	112,672	112,646
Accounts receivable, net	2,525,119	1,918,086
Grants receivable	1,137,478	620,769
Prepaid expenses	804,346	552,017
Right-of-use (ROU) asset - operating	1,546,824	1,700,504
Property and equipment, net	3,663,511	2,412,482
Total assets	$ 18,874,801	$ 17,750,185
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	$ 1,874,339	$ 2,416,658
Estimated third-party liabilities	1,175,027	1,548,348
Lease obligation - operating	1,597,137	1,728,272
Loan fund	89,709	89,683
Notes payable	277,887	366,614
Total liabilities	5,014,099	6,149,575
Net assets		
Without donor restrictions	13,795,190	11,535,623
With donor restrictions	65,512	64,987
Total net assets	13,860,702	11,600,610
Total liabilities and net assets	$ 18,874,801	$ 17,750,185

The accompanying notes are an integral part of these consolidated financial statements.

Docusign Envelope ID: 4DCD1F59-1EF0-4B76-BED8-B670D8F4CA21

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS OF STRAFFORD COUNTY AND SUBSIDIARIES

Consolidated Statements of Activities

Years Ended June 30, 2024 and 2023

	2024	2023
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	$ 33,715,728	$ 39,214,108
Medicare revenue	297,747	298,017
Client resources	2,612,940	2,438,933
Contract revenue	4,275,831	4,052,995
Grant income	2,137,964	1,665,058
Interest income	177,406	143,677
Public support	82,917	87,326
Other revenue	150,921	175,498
Total public support and revenue	43,451,454	48,075,612
Net assets released from restrictions	35,475	44,260
Total public support, revenue, and releases	43,486,929	48,119,872
Expenses		
Program services		
Case management	954,318	1,165,431
Day programs and community support	4,500,642	4,488,666
Early support services and youth and family	5,022,115	4,948,356
Family support	1,020,837	804,614
Residential services	9,497,090	17,721,937
Consolidated services	6,815,243	5,904,742
Adult services	2,932,612	3,265,400
Emergency services	915,661	799,401
Other	4,997,386	4,326,597
Total program expenses	36,655,904	43,425,144
Supporting services		
General management	4,571,458	4,022,023
Total expenses	41,227,362	47,447,167
Total changes in net assets without donor restrictions	2,259,567	672,705
Changes in net assets with donor restrictions		
Grants and contributions	36,000	36,833
Net assets released from restrictions	(35,475)	(44,260)
Total changes in net assets with donor restrictions	525	(7,427)
Total changes in net assets	2,260,092	665,278
Net assets, beginning of year	11,600,610	10,935,332
Net assets, end of year	$ 13,860,702	$ 11,600,610

The accompanying notes are an integral part of these consolidated financial statements.

Docusign Envelope ID: 4DCD1F59-1EF0-4B76-BED8-B670D8F4CA21

BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS OF STRAFFORD COUNTY AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2024

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	$ 736,151	$ 2,888,572	$ 4,476,819	$ 663,182	$ 11,272,277	$ 7,404,090	$ 3,110,740	$ 99,699	$ 3,063,996	$ 33,715,728	$ -	$ 33,715,728
Medicare revenue	-	10,274	-	-	-	-	187,923	-	99,550	297,747	-	297,747
Client resources	13,222	53,543	821,654	-	1,143,647	30,652	272,798	12,228	221,473	2,569,427	43,513	2,612,940
Contract revenue	8,320	463,195	356,003	571,546	12,227	37,564	84,661	781,436	1,827,971	4,123,123	152,708	4,275,831
Grant income	32,661	345,362	48,058	16,360	213,291	158,751	151,680	-	1,090,803	2,054,966	82,998	2,137,964
Interest income	-	58	-	-	-	-	-	-	67	125	177,281	177,406
Public support	-	-	7,038	1,474	-	-	-	-	74,271	82,781	136	82,917
Other revenue	3,292	3,227	12,196	781	34,183	1,563	40,327	1,278	3,997	100,844	50,077	150,921
Total public support and revenue	793,646	3,764,231	5,719,776	1,253,343	12,675,625	7,632,620	3,828,329	894,841	6,382,130	42,944,741	506,713	43,451,454
Net assets released from restrictions	-	-	-	-	-	-	-	-	35,475	35,475	-	35,475
Total public support and revenue, and releases	793,646	3,764,231	5,719,776	1,253,343	12,675,625	7,632,620	3,828,329	894,841	6,417,605	42,980,216	506,713	43,486,929
Expenses												
Salary and wages	611,757	2,448,425	2,992,565	349,436	1,834,172	3,201,073	1,938,572	598,182	2,971,110	16,945,292	3,038,718	19,984,010
Employee benefits	78,746	426,248	510,399	81,537	381,205	228,783	259,467	86,855	503,210	2,556,450	542,881	3,099,331
Payroll taxes	45,984	174,979	218,226	24,828	134,423	241,118	133,991	44,040	218,418	1,235,987	217,415	1,453,402
Client treatment services	7,243	236,142	115,596	462,824	8,592,579	2,764,448	65,969	-	284,324	10,529,125	-	10,529,125
Professional fees and consultants	19,008	78,299	269,383	3,696	64,788	30,540	111,070	104,556	98,129	780,249	252,216	1,032,465
Subcontractors	-	-	-	-	-	-	-	-	-	-	-	-
Staff development and training	7,399	18,106	61,040	3,279	6,381	1,818	21,757	6,997	18,287	145,044	108,082	253,126
Rent	-	108,536	104,819	-	12,180	-	64,271	7,827	102,471	389,904	13,728	413,632
Interest	745	-	414	117	3,287	189	13	-	7,709	12,474	1,044	13,518
Utilities	8,597	45,988	28,644	1,359	16,961	2,181	20,915	1,370	39,414	165,449	14,478	179,927
Building maintenance and repairs	21,370	191,432	123,912	3,384	61,640	5,438	46,928	2,026	109,359	565,489	33,574	599,063
Other occupancy costs	7,858	79,928	34,419	1,242	13,221	1,993	28,695	3,109	38,083	204,548	14,628	219,176
Office	17,128	79,184	87,974	4,454	40,079	6,882	29,432	5,726	62,444	339,904	64,541	404,445
Building and housing	2,498	19,447	10,759	411	8,045	634	4,115	453	16,689	63,051	5,272	68,323
Client consumables	396	22,597	3,128	3,605	38,822	20,129	573	91	29,350	118,691	161	118,852
Medical	408	812	743	35	1,288	58	807	104	1,105	5,358	797	6,155
Equipment maintenance	43,678	184,203	173,454	9,980	81,756	19,430	96,484	31,138	152,157	792,328	119,336	911,664
Depreciation	21,381	81,611	43,271	5,208	44,682	10,416	7,277	1,510	49,542	264,898	36,684	301,582
Advertising	-	596	75	-	-	599	-	-	-	1,270	-	1,270
Printing	-	51	211	-	-	-	171	14	669	1,116	516	1,632
Telephone and communications	21,154	71,769	53,683	4,360	17,384	6,514	32,614	11,709	59,530	278,717	60,470	339,187
Postage and shipping	793	4,290	5,415	189	2,150	379	3,628	788	9,730	27,362	5,677	33,039
Transportation	19,783	130,768	45,353	1,265	65,869	116,437	21,690	3,466	54,555	465,176	10,041	475,217
Assistance to individuals	7,753	2,953	3,322	55,492	33,089	150,596	983	326	18,625	273,979	619	274,598
Insurance	10,534	85,455	36,497	2,150	32,806	5,528	41,274	5,553	36,947	256,844	26,853	283,697
Membership dues	-	1,731	1,050	-	-	-	3,027	11	119,529	125,348	3,715	129,063
Other	126	1,102	97,763	2,126	703	12	9	10	-	101,851	12	101,863
Total expenses	954,318	4,500,642	5,022,115	1,020,637	9,497,090	6,815,243	2,932,612	915,661	4,997,386	36,655,904	4,571,458	41,227,362
Total changes in net assets without restrictions	$ (160,672)	$ (736,411)	$ 697,661	$ 232,506	$ 3,178,735	$ 817,377	$ 895,717	$ (20,820)	$ 1,420,219	$ 6,324,312	$ (4,064,745)	$ 2,259,567

The accompanying notes are an integral part of these consolidated financial statements.

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS OF STRAFFORD COUNTY AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2023

	Case Management	Day Programs and Community Support	Early Support Services and Youth and Family	Family Support	Residential Services	Consolidated Services	Adult Services	Emergency Services	Other	Total Program	General Management	Total
Public support and revenue												
Medicaid revenue	$ 901,396	$ 3,533,402	$ 4,359,513	$ 518,246	$ 19,002,655	$ 6,205,561	$ 3,874,610	$ 150,664	$ 668,061	$ 39,214,108	$ -	$ 39,214,108
Medicare revenue	-	12,551	-	-	-	-	228,989	-	56,477	298,017	-	298,017
Client resources	56,407	70,773	554,664	-	1,300,430	31,807	300,135	36,848	87,969	2,438,933	-	2,438,933
Contract revenue	55,961	437,234	368,304	76,556	70,286	46,470	54,343	664,096	2,139,767	3,911,017	141,978	4,052,995
Grant income	48,297	60,544	87,989	54,084	51,984	55,235	150,012	4,052	1,128,802	1,640,999	24,059	1,665,058
Interest income	-	60	-	-	-	-	-	-	49	109	143,568	143,677
Public support	3,755	320	216	100	125	4,091	-	-	78,468	87,075	251	87,326
Other revenue	2,519	9,976	22,521	1,355	31,806	2,781	60,883	4,192	17,371	153,404	22,094	175,498
Total public support and revenue	1,068,335	4,124,860	5,391,107	650,341	20,457,286	6,345,945	4,668,972	859,852	4,176,964	47,743,662	331,950	48,075,612
Net assets released from restrictions	-	-	-	-	-	-	-	-	44,260	44,260	-	44,260
Total public support and revenue, and releases	1,068,335	4,124,860	5,391,107	650,341	20,457,286	6,345,945	4,668,972	859,852	4,221,224	47,787,922	331,950	48,119,872
Expenses												
Salary and wages	708,863	2,359,802	3,052,323	266,649	1,550,888	2,063,579	2,143,995	508,659	2,547,776	15,202,734	2,735,202	17,937,936
Employee benefits	135,534	463,027	486,160	53,504	310,568	176,939	195,898	70,109	464,506	2,356,243	436,070	2,792,313
Payroll taxes	52,905	178,986	227,105	19,254	115,909	157,493	135,769	37,304	200,621	1,125,346	193,902	1,319,248
Contracted substitute staff	-	198	-	-	-	-	-	-	-	198	-	198
Client treatment services	13,233	597,492	112,299	371,806	5,871,774	3,219,913	235,473	-	78,197	10,500,187	20	10,500,207
Professional fees and consultants	43,811	25,476	237,967	7,418	66,485	28,804	151,728	100,316	113,017	775,024	150,363	925,387
Subcontractors	-	-	-	-	9,394,920	-	-	-	-	9,394,920	-	9,394,920
Staff development and training	10,814	5,629	40,820	2,478	5,918	1,287	19,079	3,326	14,645	103,976	84,212	188,188
Rent	-	131,396	113,212	-	11,868	-	67,656	7,628	95,757	427,517	13,731	441,248
Interest	1,033	9	486	163	1,863	262	21	-	11,657	15,494	1,456	16,950
Utilities	8,152	45,065	20,137	1,288	15,521	2,067	20,243	1,498	36,111	150,082	14,085	164,167
Building maintenance and repairs	21,546	118,930	50,577	3,470	52,330	5,640	31,909	2,361	82,471	369,234	35,443	404,677
Other occupancy costs	7,019	78,768	33,254	1,137	11,853	1,855	25,222	3,259	43,301	205,668	8,982	214,650
Office	20,012	36,489	96,540	3,852	31,888	6,053	37,477	7,235	97,396	336,952	68,217	405,169
Building and housing	2,330	19,460	7,926	396	4,339	617	4,322	585	13,987	53,962	4,697	58,659
Client consumables	-	18,041	3,160	1,030	36,288	19,798	1,401	1,303	42,054	123,075	-	123,075
Medical	400	1,313	2,412	55	970	79	2,358	206	1,845	9,640	1,259	10,899
Equipment maintenance	35,014	50,275	140,439	7,876	63,728	15,275	78,120	19,708	110,057	520,492	90,161	610,653
Depreciation	18,002	69,452	38,883	4,385	37,619	8,770	8,308	1,692	43,605	230,694	31,863	262,557
Advertising	-	1,580	199	-	-	539	-	-	1,379	3,697	3,047	6,744
Printing	-	23	169	-	-	-	150	6	1,539	1,887	1,110	2,997
Telephone and communications	24,825	64,020	61,945	4,594	21,032	7,556	37,361	8,959	59,543	289,835	76,416	366,251
Postage and shipping	1,386	1,869	6,044	307	2,502	598	3,573	767	7,608	24,654	4,040	28,694
Transportation	10,298	164,678	32,574	746	51,784	122,598	18,733	14,006	53,583	468,998	8,648	477,646
Assistance to individuals	39,541	244	3,879	50,433	30,130	58,632	5,405	82	24,720	213,076	917	213,993
Insurance	10,703	53,802	44,122	2,438	31,752	6,389	35,413	6,118	39,327	230,064	46,761	276,825
Membership dues	-	1,174	57	-	-	-	4,477	-	126,826	132,534	11,421	143,955
Other	10	1,466	135,687	1,335	10	11	1,311	4,062	15,069	158,961	-	158,961
Total expenses	1,165,431	4,488,666	4,948,356	804,614	17,721,937	5,904,742	3,265,400	799,401	4,328,597	43,425,144	4,022,023	47,447,167
Total changes in net assets without restrictions	$ (97,096)	$ (363,806)	$ 442,751	$ (154,273)	$ 2,735,349	$ 441,203	$ 1,403,572	$ 60,451	$ (105,373)	$ 4,362,778	$ (3,690,073)	$ 672,705

The accompanying notes are an integral part of these consolidated financial statements.

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS OF STRAFFORD COUNTY AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years Ended June 30, 2024 and 2023

	2024	2023
Cash flows from operating activities		
Total changes in net assets	$ 2,260,092	$ 665,278
Adjustments to reconcile total changes in net assets to net cash provided by operating activities		
Depreciation	301,582	262,557
Loss on sale of property and equipment	-	36,829
Change in the ROU asset - operating, net of lease obligation - operating	22,545	27,768
Change in operating assets and liabilities		
Accounts receivable, net	(607,033)	217,362
Grants receivable	(516,709)	(29,632)
Prepaid expenses	(252,329)	(265,367)
Accounts payable and accrued expenses	(542,319)	310,716
Estimated third-party liabilities	(373,321)	(209,319)
Loan fund	26	26
Net cash provided by operating activities	292,534	1,016,218
Cash flows from investing activities		
Acquisition of property and equipment	(1,553,930)	(204,233)
Proceeds from sale of property and equipment	1,319	4,570
Net cash used by investing activities	(1,552,611)	(199,663)
Cash flows from financing activities		
Principal payments on notes payable	(88,727)	(92,425)
Net cash used by financing activities	(88,727)	(92,425)
Net (decrease) increase in cash and restricted cash	(1,348,804)	724,130
Cash and restricted cash, beginning of year	10,546,327	9,822,197
Cash and restricted cash, end of year	$ 9,197,523	$ 10,546,327
Composition of cash and restricted cash, end of year:		
Cash and cash equivalents	$ 9,084,851	$ 10,433,681
Restricted cash	112,672	112,646
	$ 9,197,523	$ 10,546,327

The accompanying notes are an integral part of these consolidated financial statements.

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Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statements of functional revenue and expenses without donor restrictions for programs offered) for individuals with developmental disabilities and/or mental illness and their families. Community Partners also supports families with children who have chronic health needs. Community Partners is currently operating as two divisions: Developmental Services and Behavioral Health Services.

Community Partners is the sole shareholder of Lighthouse Management Services, Inc., which was organized to perform accounting and management functions for other not-for-profit entities.

Community Partners is the sole beneficiary of the Community Partners Foundation (the Foundation), which was established exclusively for the benefit and support of Community Partners. To that end, the Foundation receives and accepts gifts and funds.

The Foundation received and disbursed the following funds:

	2024	2023
Funds received	$ 108,911	$ 115,229
Funds disbursed	106,288	88,264
	$ 2,623	$ 26,965

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	$ 1,046,655
Funds disbursed	715,547
	$ 331,108

1. Summary of Significant Accounting Policies

Principles of Consolidation

The consolidated financial statements include the accounts of Community Partners, Lighthouse Management Services, Inc., and the Foundation (collectively, the Organization). All material intercompany balances and transactions have been eliminated in consolidation.

The Organization prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

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Recently Adopted Accounting Principle

FASB issued Accounting Standards Update No. 2016-13, *Financial Instruments - Credit Losses (Topic 326): Measurement of Credit Losses on Financial Instruments*, and related guidance as amended, which replaces the incurred loss methodology with an expected loss methodology that is referred to as the current expected credit loss (CECL) methodology. The measurement of expected credit losses under the CECL methodology is applicable to financial assets measured at amortized cost, which includes patient accounts receivable. The adoption of Topic 326 during the year ended June 30, 2024 did not have a material impact on the consolidated financial statements of the Organization as a significant portion of the payors to the Organization either have the full faith and backing of the U.S. government or are credit worthy with limited to no credit risk associated with them. Other than accounts receivable, there are no other financial assets that are measured at amortized cost.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Basis of Presentation

The consolidated financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding their consolidated financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. At June 30 2024 and 2023, the Organization did not have any funds to be maintained in perpetuity. Net assets with donor restrictions consisted of grants and contributions temporary in nature to support program expenses.

Grants and Contributions

Grants awarded and contributions received in advance of expenditures are reported as public support and revenue with donor restrictions if they are received with stipulations that limit the use of the grants or contributions. When a grant or contribution restriction expires, that is, when a stipulated time restriction ends or a purpose restriction is accomplished, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statements of activities as net assets released from restrictions. The Organization records restricted grants and contributions whose restrictions are met in the same reporting period as public support and revenue without donor restrictions in the year of the gift.

Income Taxes

The Organization is exempt from income taxes under Section 501(c)(3) of the U.S. Internal Revenue Code to operate as a not-for-profit organization.

FASB ASC Topic 740, *Income Taxes*, establishes financial accounting and disclosure requirements for recognition and measurement of tax positions taken or expected to be taken. Management has reviewed the tax provisions for the Organization under FASB ASC Topic 740 and determined it did not have a material impact on the Organization's consolidated financial statements.

Cash and Cash Equivalents

The Organization considers all highly liquid investments with an original maturity date of less than three months to be cash equivalents. The cash equivalents represent money market accounts and repurchase agreements as of June 30, 2024 and 2023.

The Organization maintains its cash in bank deposit accounts which, at times, may exceed federally insured limits. It has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts after considering each category of receivable individually and estimates an allowance for credit losses according to the nature of the receivable. Allowances for credit losses are estimated from historical performance and projected trends. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to trade accounts receivable. Accounts receivable, net amounted to $2,135,448 as of July 1, 2022.

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Leases

At the inception of an arrangement, the Organization determines if an arrangement is, or contains, a lease based on the unique facts and circumstances present in that arrangement. Lease classification, recognition and measurement are then determined as of the lease commencement date. For arrangements that contain a lease, the Organization (i) identifies lease and non-lease components, (ii) determines the consideration in the contract, (iii) determines whether the lease is an operating or finance lease, and (iv) recognizes the lease ROU asset and lease obligation. Lease obligations and their corresponding ROU assets are recorded based on the present value of lease payments over the expected lease term. The interest rate implicit in lease contracts is typically not readily determinable, and as such, the Organization used the risk free rate based on the information available at the lease commencement date, a rate which represents one that would be incurred to borrow, on a collateralized basis, over a similar term, an amount equal to the lease payments in a similar economic environment.

Some leases include options to renew and/or terminate the lease, which can impact the lease term. The exercise of these options is at the Organization's discretion and the Organization does not include any of these options within the expected lease term where it is not reasonably certain that these options will be exercised.

Fixed, or in-substance fixed, lease payments on operating leases are recognized over the expected term of the lease on a straight-line basis. Variable lease expenses that are not considered fixed, or in-substance fixed, are recognized as incurred. Fixed and variable lease expense on operating leases is recognized within rent expense in the consolidated statements of functional expenses. The Organization has elected the short-term lease exemption and, therefore, does not recognize a ROU asset or corresponding lease obligation for lease arrangements with an original term of 12 months or less.

Property and Equipment

Property and equipment are recorded at cost, while donations of property and equipment are recorded as support at their estimated fair value at the date of donation. Expenditures for repairs and maintenance are charged against operations. Renewals and betterments which materially extend the life of the assets are capitalized. Assets donated with explicit restrictions regarding their use and contributions of cash that must be used to acquire property and equipment are reported as restricted contributions. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions when the asset is placed into service. The Organization reclassifies net assets with donor restrictions to net assets without donor restrictions at that time.

Depreciation is provided on the straight-line method in amounts designed to depreciate the costs of the assets over their estimated lives as follows:

Buildings and improvements	5-39 years
Equipment and furniture	3-7 years
Vehicles	5 years

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Revenue Recognition

Medicaid, Medicare and client resources revenue is reported at the estimated net realizable amount that reflects the consideration to which the Organization expects to be entitled in exchange for providing client services. These amounts are due from third-party payors (including health insurers and government programs), and others, and include variable consideration for retroactive revenue adjustments due to settlement of audits, reviews, and investigations. Generally, the Organization bills third-party payors several days after services are provided. Revenue is recognized as performance obligations are satisfied. It is the Organization's expectation that the period between the time the service is provided to a client and the time a third-party payor pays for that service will be one year or less.

Under the Organization's contractual arrangements with the New Hampshire Department of Health and Human Services (DHHS), the Organization provides services to clients for an agreed upon fee. The Organization recognizes revenue for client services in accordance with the provisions of FASB ASC Topic 606, *Revenue from Contracts with Customers*.

Performance obligations are determined based on the nature of the services provided by the Organization. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations are satisfied over time when services are provided. The Organization measures the performance obligation from when the Organization begins to provide services to a client to the point when it is no longer required to provide services to that client, which is generally at the time of DHHS notification to the Organization.

Each performance obligation is separately identifiable from other promises in the contract with the client and DHHS. As the performance obligations are met, revenue is recognized based upon allocated transaction price. The transaction price is allocated to separate performance obligations based upon the relative stand-alone selling price.

Because all of its performance obligations relate to short-term contracts, the Organization has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a), and therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Estimated Third-Party Liabilities

The Organization's estimated third-party liabilities consists of funds received in advance for services to be performed at a later date, known amounts due to DHHS and estimated amounts due to DHHS from eligibility, certification and other audits, and certain pass-through funds. Estimated third-party liabilities amounted to $1,757,667 as of July 1, 2022.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis (i.e., program activities and support services). The Organization classifies expenses based on the organizational cost centers in which expenses are incurred. The expenses allocated between support functions and program services based on personnel time includes salaries and related benefits and taxes. The expenses allocated between support functions and program services based on space utilized for the related services includes depreciation, insurance and other occupancy costs.

2. Availability and Liquidity of Financial Assets

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to optimize its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and lines of credit as disclosed in Note 6.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing operating activities as well as the conduct of services undertaken to support those operating activities.

In addition to financial assets available to meet general expenditures over the next 12 months, the Organization operates with a balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the consolidated statements of cash flows, which identifies the sources and uses of the Organization's cash and cash equivalents.

The following financial assets are expected to be available within one year of the consolidated statements of financial position date to meet general expenditures as of June 30:

	2024	2023
Cash and cash equivalents, excluding net assets with donor restrictions	$ 9,019,339	$ 10,368,694
Accounts receivable, net	2,525,119	1,918,086
Grants receivable	1,137,478	620,769
Financial assets available to meet general expenditures within one year	$ 12,681,936	$ 12,907,549

3. Restricted Cash

The Organization serves as a pass-through entity for the Council for Children and Adolescents with Chronic Health Conditions Loan Guaranty Program. This program is operated and administered by a New Hampshire bank. As of June 30, 2024 and 2023, the Organization held cash totaling $89,709 and $89,683, respectively, which was restricted for this program. A corresponding amount has been recorded as a liability.

Additionally, the Organization administers the Council for Children and Adolescents with Chronic Health Conditions Program. As of June 30, 2024 and 2023, the Organization held cash totaling $22,963, which was restricted for this program.

4. ROU Asset and Lease Obligation

The Organization leases space in Rochester, New Hampshire under the terms of an operating lease that is set to expire March 31, 2033. The lease calls for monthly payments of $14,835 from July 1, 2023 through March 31, 2024 and monthly payments of $15,280 from April 1, 2024 through June 30, 2024. Rent payments increase annually on April 1 by 3%. For the years ended June 30, 2024 and 2023, the weighted average remaining lease term is 8.75 and 9.75. The Organization is responsible for Common Area Maintenance (CAM) charges which are excluded from the monthly payments above. Interest has been imputed on the operating lease annually, calculated monthly and the weighted average discount rate at June 30, 2024 and 2023 was 2.91%. Total operating lease costs for the years ended June 30 2024 and 2023 were $201,895. Cash paid for the operating lease was $179,351 and $174,127 for the years ended June 30, 2024 and 2023, respectively.

The future maturities of the lease obligation is as follows:

2025	$ 184,731
2026	190,273
2027	195,981
2028	201,861
2029	207,916
Thereafter	836,131
	1,816,893
Less imputed interest	(219,756)
Lease obligation - operating	$ 1,597,137

5. Property and Equipment

Property and equipment consisted of the following:

	2024	2023
Land and buildings	$ 2,918,342	$ 2,218,893
Building improvements	3,057,745	2,677,730
Vehicles	1,205,390	959,892
Equipment and furniture	3,048,119	2,947,629
	10,229,596	8,804,144
Less accumulated depreciation	6,566,085	6,391,662
	$ 3,663,511	$ 2,412,482

6. Lines of Credit

The Organization has a revolving line of credit agreement with a bank amounting to $1,500,000, collateralized by a security interest in all business assets. Monthly interest payments on the unpaid principal balance are required at the rate of 1% over the bank's stated index, which was 9.50% at June 30, 2024. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2024 and 2023, there was no outstanding balance on the revolving line of credit.

The Organization has an equipment line of credit agreement with a bank amounting to $250,000, collateralized by a security interest in equipment obtained by advances on the line. Advances are limited to 80% of the invoice price. Monthly interest payments on the unpaid principal balance are required at the rate of 1.75% over the Federal Home Loan Bank of Boston five-year index, which was 6.53% at June 30, 2024. The line of credit has a maturity date of February 28, 2027. At June 30, 2024 and 2023, there was no outstanding balance on the equipment line of credit.

7. Notes Payable

Notes payable consisted of the following:

	2024	2023
Mortgage note payable to a bank, payable in monthly installments of $1,580, including interest at 4.12%, through April 2026 with one final payment which shall be the unpaid balance at maturity; collateralized by certain real estate.	$ 31,407	$ 48,686
Note payable to a bank, payable in monthly installments totaling $1,882, including interest at 3.49%, through August 2026; collateralized by all the rights and benefits under the leases attached to the related real estate.	46,793	67,322
Note payable to a bank, payable in monthly installments totaling $3,162, including interest at 4.85%, through April 2029; collateralized by certain real estate.	163,382	192,580
Note payable to a bank, payable in monthly installments totaling $789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	6,853	15,422
Note payable to a bank, payable in monthly installments totaling $989, including interest at 6.89%, through November 2027; collateralized by a certain vehicle.	29,452	42,604
	$ 277,887	$ 366,614

The scheduled maturities of long-term debt are as follows:

2025	$ 90,197
2026	82,455
2027	38,668
2028	35,561
2029	31,006
	$ 277,887

Cash paid for interest approximates interest expense.

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8. Concentrations

Approximately 78% and 82% of public support and revenue of the Organization was derived from Medicaid for the years ended June 30, 2024 and 2023, respectively. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	2024	2023
Developmental Services	**$ 1,458,380**	$ 1,429,341
Behavioral Health Services	**55,757**	98,744
	$ 1,514,137	$ 1,528,085

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by DHHS, Bureau of Developmental Services, as the provider of services for developmentally disabled individuals for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in September 2027.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by DHHS, Bureau of Behavioral Health, as the community mental health provider for Strafford County in New Hampshire. This designation is received by the Organization every five years. The current designation expires in August 2026.

9. Retirement Plan

The Organization maintains a tax-sheltered annuity plan that is offered to all eligible employees. The plan includes a discretionary employer contribution equal to 3% of each eligible employee's salary. During 2024 and 2023, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the years ended June 30, 2024 and 2023 were $502,022 and $474,180, respectively.

10. Subsequent Events

For purposes of the preparation of these consolidated financial statements in conformity with U.S. GAAP, management has considered transactions or events occurring through October 31, 2024, which is the date that the consolidated financial statements were available to be issued.

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11. Pandemic Relief Funding

During 2024 and 2023, the Organization was awarded emergency grant funding under the American Rescue Plan Act (ARPA). These funds were passed through the State of New Hampshire for the purpose of recruitment, retention, or training of direct support workers. As of June 30, 2024 and 2023, management believed the Organization had met the conditions necessary to recognize a portion of the ARPA funds in the amount of $394,165 and $281,506, respectively, which are included in grant income in the consolidated statements of activities. At June 30, 2024 and 2023, the amount of ARPA funding received where the Organization had not yet met the conditions necessary are included in estimated third-party liabilities in the consolidated statements of financial position was $80,286 and $474,451, respectively. The Organization has until fiscal year 2025 to spend the remaining ARPA funds.

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SUPPLEMENTARY INFORMATION

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS OF STRAFFORD COUNTY AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2024 and 2023

	2024						2023					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
ASSETS												
Cash and cash equivalents	$ 6,737,795	$ 2,014,673	$ 1,275	$ 331,108	$ -	$ 9,084,851	$ 6,630,885	$ 3,473,109	$ 1,202	$ 328,485	$ -	$ 10,433,681
Restricted cash	112,672	-	-	-	-	112,672	112,646	-	-	-	-	112,646
Accounts receivable, net	2,064,454	2,404,915	-	-	(1,944,250)	2,525,119	1,662,130	1,899,170	-	-	(1,643,214)	1,918,086
Grants receivable	177,104	960,374	-	-	-	1,137,478	69,855	550,914	-	-	-	620,769
Prepaid expenses	479,458	324,888	-	-	-	804,346	283,940	268,077	-	-	-	552,017
Interest in net assets of subsidiaries	329,447	-	-	-	(329,447)	-	326,727	-	-	-	(326,727)	-
ROU asset - operating	382,994	1,163,830	-	-	-	1,546,824	421,045	1,279,459	-	-	-	1,700,504
Property and equipment, net	3,355,201	308,310	-	-	-	3,663,511	2,076,907	335,575	-	-	-	2,412,482
Total assets	$ 13,639,125	$ 7,176,990	$ 1,275	$ 331,108	$ (2,273,697)	$ 18,874,801	$ 11,584,135	$ 7,806,304	$ 1,202	$ 328,485	$ (1,969,941)	$ 17,750,185
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	$ 3,325,994	$ 489,660	$ 2,935	$ -	$ (1,944,250)	$ 1,874,339	$ 3,640,907	$ 416,005	$ 2,960	$ -	$ (1,643,214)	$ 2,416,658
Estimated third-party liabilities	728,282	446,745	-	-	-	1,175,027	955,317	593,031	-	-	-	1,548,348
Lease obligation - operating	395,451	1,201,686	-	-	-	1,597,137	427,920	1,300,352	-	-	-	1,728,272
Loan fund	89,709	-	-	-	-	89,709	89,683	-	-	-	-	89,683
Notes payable	277,887	-	-	-	-	277,887	366,614	-	-	-	-	366,614
Total liabilities	4,817,323	2,138,091	2,935	-	(1,944,250)	5,014,099	5,480,441	2,309,388	2,960	-	(1,643,214)	6,149,575
Net assets (deficit)												
Without donor restrictions	8,821,802	5,038,899	(1,660)	265,596	(329,447)	13,795,190	6,103,694	5,496,916	(1,758)	263,498	(326,727)	11,535,623
With donor restrictions	-	-	-	65,512	-	65,512	-	-	-	64,987	-	64,987
Total net assets (deficit)	8,821,802	5,038,899	(1,660)	331,108	(329,447)	13,860,702	6,103,694	5,496,916	(1,758)	328,485	(326,727)	11,600,610
Total liabilities and net assets (deficit)	$ 13,639,125	$ 7,176,990	$ 1,275	$ 331,108	$ (2,273,697)	$ 18,874,801	$ 11,584,135	$ 7,806,304	$ 1,202	$ 328,485	$ (1,969,941)	$ 17,750,185

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS OF STRAFFORD COUNTY AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2024 and 2023

	2024						2023					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets (deficit) without donor restrictions												
Public support and revenue												
Medicaid revenue	$ 26,613,127	$ 7,102,601	$ -	$ -	$ -	$ 33,715,728	$ 31,429,826	$ 7,784,282	$ -	$ -	$ -	$ 39,214,108
Medicare revenue	-	297,747	-	-	-	297,747	-	298,017	-	-	-	298,017
Client resources	1,742,314	870,626	-	-	-	2,612,940	1,678,380	760,553	-	-	-	2,438,933
Contract revenue	2,321,014	1,954,817	-	-	-	4,275,831	2,367,386	1,685,609	-	-	-	4,052,995
Grant income	939,287	1,198,677	-	-	-	2,137,964	335,140	1,329,918	-	-	-	1,665,058
Interest income	124,651	52,755	-	-	-	177,406	91,326	52,351	-	-	-	143,677
Public support	8,627	1,379	-	72,911	-	82,917	8,860	70	-	78,396	-	87,326
Other revenue	73,330	80,213	9,102	-	(11,724)	150,921	73,724	128,740	9,073	-	(36,039)	175,498
Total public support and revenue	31,822,350	11,558,815	9,102	72,911	(11,724)	43,451,454	35,984,642	12,039,540	9,073	78,396	(36,039)	48,075,612
Net assets released from restrictions	-	-	-	35,475	-	35,475	-	-	-	44,260	-	44,260
Total public support, revenues and releases	31,822,350	11,558,815	9,102	108,386	(11,724)	43,486,929	35,984,642	12,039,540	9,073	122,656	(36,039)	48,119,872
Expenses												
Program services												
Case management	954,318	-	-	-	-	954,318	1,165,431	-	-	-	-	1,165,431
Day programs and community support	3,340,590	1,160,052	-	-	-	4,500,642	3,264,367	1,224,299	-	-	-	4,488,666
Early support services and youth and family	2,203,473	2,818,642	-	-	-	5,022,115	2,132,877	2,815,479	-	-	-	4,948,356
Family support	1,020,837	-	-	-	-	1,020,837	804,614	-	-	-	-	804,614
Residential services	9,497,090	-	-	-	-	9,497,090	17,721,937	-	-	-	-	17,721,937
Consolidated services	6,815,243	-	-	-	-	6,815,243	5,904,742	-	-	-	-	5,904,742
Adult services	74,946	2,857,666	-	-	-	2,932,612	231,322	3,034,078	-	-	-	3,265,400
Emergency services	-	915,661	-	-	-	915,661	-	799,401	-	-	-	799,401
Other	2,700,575	2,190,523	9,004	106,288	(9,004)	4,997,386	1,913,866	2,324,467	9,004	88,264	(9,004)	4,326,597
Total program expenses	26,607,072	9,942,544	9,004	106,288	(9,004)	36,655,904	33,139,156	10,197,724	9,004	88,264	(9,004)	43,425,144
Supporting services												
General management	2,497,170	2,074,288	-	-	-	4,571,458	2,188,703	1,833,320	-	-	-	4,022,023
Total expenses	29,104,242	12,016,832	9,004	106,288	(9,004)	41,227,362	35,327,859	12,031,044	9,004	88,264	(9,004)	47,447,167
Total changes in net assets (deficit) without donor restrictions	2,718,108	(458,017)	98	2,098	(2,720)	2,259,567	656,783	8,496	69	34,392	(27,035)	672,705

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS OF STRAFFORD COUNTY AND SUBSIDIARIES

Consolidating Statements of Activities, concluded

Years Ended June 30, 2024 and 2023

	2024						2023					
	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals	Developmental Services	Behavioral Health Services	Lighthouse Management Services	Community Partners Foundation	Eliminations	Consolidated Totals
Changes in net assets with donor restrictions												
Grants and contributions	-	-	-	36,000	-	36,000	-	-	-	36,833	-	36,833
Net assets released from restrictions	-	-	-	(35,475)	-	(35,475)	-	-	-	(44,260)	-	(44,260)
Total changes in net assets with donor restrictions	-	-	-	525	-	525	-	-	-	(7,427)	-	(7,427)
Total changes in net assets (deficit)	2,718,108	(458,017)	98	2,623	(2,720)	2,260,092	658,783	8,496	69	26,965	(27,035)	665,278
Net assets (deficit), beginning of year	6,103,694	5,496,916	(1,758)	328,485	(326,727)	11,600,610	5,446,911	5,488,420	(1,827)	301,520	(299,692)	10,935,332
Net assets (deficit), end of year	$ 8,821,802	$ 5,038,899	$ (1,660)	$ 331,108	$ (329,447)	$ 13,860,702	$ 6,103,694	$ 5,496,916	$ (1,758)	$ 328,485	$ (326,727)	$ 11,600,610

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Community Partners
BOARD OF DIRECTORS Effective January-2025

PRESIDENT
Bryant Hardwick **(Joined 02/22/11)**

TREASURER
Gary Gletow **(Joined 10/23/18)**

VICE PRESIDENT
Margaret Wallace (C) **(Joined 9/24/19)**

SECRETARY
Ann Landry **(Joined 08/23/05)**

Ken Muske **(Joined 03/05/02)**	Anthony Demers **(Joined 01/20/15)**	Kathleen Boisclair **(Joined 09/25/12)**
Kristine Baber **(Joined 4/26/13)**	Judge Daniel Cappiello **(Joined 03/22/14)**	Tracy Hayes **(Joined 12/15/15)**
Sharon Reynolds (C) **(Joined 8/23/16)**	Phillip Vancelette (C) **(Joined 5/31/17)**	Mark Santoski (C) **(Joined 9/24/19)**
Danielle Pomeroy **(Joined 12/14/21)**		

(C) Consumers

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Christopher D. Kozak

EXECUTIVE LEADERSHIP

Profile

Experienced non-profit executive providing leadership, vision, and direction to support infrastructure change in the rapidly changing environment faced by non-profit agencies. Possesses a comprehensive knowledge of the State of New Hampshire's Department of Health and Human Services operations, initiatives, and processes. Demonstrated commitment to ensuring the provision of exceptional services, support and care for clients and their families. Understands the importance of working with community partners for the betterment of all.

Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- Staff Development
- Fiscal Responsibility
- Strategic Planning
- Alternative Payment Methods
- Process and Quality Improvement
- Team Building
- Community Relations

Professional Experience

Community Partners — Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Executive Officer (5/22 – present)

Senior member of the leadership team with primary responsibility of overseeing the Behavioral Health Services Division.

Accomplishments

- Successful transition of leadership
- Received a Substance Abuse and Mental Health Service Administration (SAMHSA) grant to provide mental health awareness training over five years (approx. $500,000)

State & Community Committees

- Voting member of the New Hampshire Community Behavioral Health Association
- Voting member of Community Support Network, Inc.
- CMHC Representative on the Mental Health & Addiction Services Committee
- Member of the Dover Police Departments Community Engagement Committee

Chief Operating Officer (4/12 – 5/22)
Director of Quality Improvement (10/10 – 4/12)

Accomplishments

- Introduced integrated health services via ProHealth SAMHSA Grant
- Brought on the Rockingham Service Link contract without disruption of service
- Collaboration with the Developmental Services COO for integrated services at Northam House and Bunker Lane
- Secured funding for several projects via Region 6 IDN (i.e., FOCUS App, Integrated care in primary care setting, financial support for licensure supervision, etc.)
- Mental health center lead in the launch of the statewide rapid response/mobile crisis response model

State & Community Committees

- Member of the Dover Police Departments Community Engagement Committee
- Mobile Crisis Response Steering Committee
- Strafford County Public Health Network Advisory Committee (current member and former Chair)
- Member of the Dover Mental Health Alliance

Dynamic Solutions NE, LLC — Portsmouth, NH September 2008 – 2016

Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.

Consultant

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

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Accomplishments

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

Casenet Inc. Bedford, MA August 2006 – July 2008

A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.

Vice President of Product Management

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

Accomplishments

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>$9 million).
- Member of the Senior Management Team that successfully secured $7.5 million of B-round financing.

Landmark Solutions, LLC (A.K.A. BHN) Concord, NH September 1998 – September 2006

A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.

Vice President of Managed Care Services (7/03 – 8/06)
Director of Behavioral Health Services (8/98 – 7/03)

Complete responsibility for the managed care product including $3.5 million operating budget, $18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five operating departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

CNR Health, Inc. Milwaukee, WI August 1991 – September 1998

A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.

Director of Case Management

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

Education

North Dakota State University, Fargo, ND
Bachelor of Science in Psychology, 5/87
Minor: Statistics

Marquette University, Milwaukee, WI
Master of Science in Clinical Psychology, 8/89
Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

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Suzanne Bagdasarian

[redacted]

Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this $35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversite for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared $1.7 billion medical care and $65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

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Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA
B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

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Tammy Smith

[redacted]

Objective: To obtain a full time position.

Experience:

Life Coach
4/2010 - present

LifeShare Dover, NH
-Provide day program services to adults with disabilities.
-Mandt Certified
-Responsible for writing activity schedules.

(additional job responsibilities:6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

Homemaker
1/2009 - 4/2010

Area Homecare Portsmouth, NH
-Provided support to elderly and or disabled people in their homes.
-Conducted safety Assessments.
-Wrote daily contact notes, highlighted areas of concern.

Case Manager
3/1999- 9/2002

Strafford Guidance Center - Rochester, NH
-Managed a case load of 30 plus individuals with chronic mental illness.
-Provided supportive counseling and crisis intervention.
-Wrote treatment plans based on clients goals.

Sales Clerk
2/03-11/10

Liar's Paradise-Nottingham, NH

Skills Instructor / Paraprofessional

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1/97 - 3/99

Easter Seals - Portsmouth, NH and Epping NH
-Supported students through a school to work program.
-Provided day program services to adults with disabilities.
-Facilitated group activities to increase peer socialization.

Education

UNH Durham, NH
1994 - 1996
Bachelors Degree in Social Work.
Transferred to UNH with an Associate Degree in Human Services.

References:
Alden Gregory
-Former supervisor at Lifeshare.
Phone: 802-282-9928

Jaylon Curry
-Former Supervisor at Lifeshare.
Phone: 802-578-3174

Steve Ballou
-Former supervisor at Strafford Guidance Center.
Phone: 603-315-5182

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SUZANNE V. IVERSON



EDUCATION

University of New Hampshire, Durham, NH, May 1990.
Masters of Education in Early Childhood-Special Needs, Early Developmental Specialist.

North Dakota State University, Fargo, ND, 1986.
Bachelor of Science in Child Development, Minor in Business Administration.

PROFESSIONAL EXPERIENCE

12/15 – present. **Program Director,** Community Partners Applied Behavioral Analysis (ABA) Program, Dover, NH. Developed and implemented, in collaboration with our BCBA, an ABA program designed to provide intensive services to children and teens with a diagnosis of autism.

11/10 – present. **Program Coordinator,** Community Partners Autism Pediatric Diagnostic Services Clinic, Dover, NH. Developed, implemented and conduct an interdisciplinary diagnostic evaluation clinic with a child psychiatrist and/or pediatrician and occupational therapist utilizing the Autism Diagnostic Observation Scales-2 for children 18 months to 36 months of age enrolled in the early supports and services program.

7/01 - present. **Program Director,** Community Partners Family-Centered Early Supports and Services Program (FCESS), Dover, NH. Providing program direction, financial management, data management oversight, and supervision and training of early intervention specialists (social worker, educators, occupational, physical and speech therapists) providing early intervention services to children birth to three and their families, and supervising and training autism paraprofessionals working intensely with children with an ASD and their family.

10/99-7/01. **Intake Coordinator,** Community Partners Family-Centered Early Supports and Services Program, Dover, NH. Responsible for the intake process for referrals of children from birth to age six into the FCESS program.

7/96 – 9/99. **Program Coordinator and Early Childhood Special Educator,** Air Force Services for Exceptional Children, Spangdahlem, Germany. Initiating the implementation of federally mandated Part H services to military dependents oversees on a interdisciplinary team. Providing staff in-service trainings and education regarding family centered care/assessments, developing IFSPs and Part H services. Providing transdisciplinary service delivery to children between the ages of birth and three and their families, facilitating family-focused play-based assessments, developing and facilitating integrated play groups, developing and implementing IFSPs, providing home and clinic based services, providing consultation to childcare providers and AFSEC team members. Responsible for the development of the Air Force Base's Interagency Coordinating Council (ICC), setting the agenda and facilitating monthly meetings. Participating on an interdisciplinary autism diagnostic team with developmental pediatrician, child psychologist or child psychiatrist, occupational and speech therapist.

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8/93 - 5/96. **Early Childhood Special Educator,** Richie McFarland Children's Center, Stratham, NH.

9/89 - 7/93. **Early Childhood Special Educator,** United Developmental Services Early Intervention Program, Hanover, NH.

PROFESSIONAL ACTIVITIES

- Member of the Community Partners Autism Committee a cross agency committee whose focus is to develop a system of care for individuals, and their families, with autism across the lifespan through all Community Partners programs.
- Participated in on the design and implementation team to move the entire agency into an electronic health record and implemented an EHR into the early supports and services program.
- Member of University of New Hampshire Department of Education's Early Childhood Special Education Assistive Technology Project Program Advisory Committee.
- Team Leader for Strafford County Infant Mental Health Team, 2002-2012
- Past Chair of Early Education and Intervention Network of New Hampshire's Training & Education Committee, 2003-2010.
- Past President of Early Education and Intervention Network of New Hampshire 2004-2008.
- Past member Early Education and Intervention Network of New Hampshire board of directors, 2001-2009.
- Local and regional Preschool Technical Assistance Network team member.

PROFFESSIONAL TRAININGS/CERTIFICATIONS

- Early Start Denver Model advanced training by UCDavis MIND Institute trainers.
- Opening to Door to Inclusion: 2013 National Early Childhood Inclusion Institute including advanced training in Assistive Technology in an early childhood setting.
- Brains, Babies and Behavior, How understanding babies' brain development can help us shape interventions in the classroom to improve behavior by Amy Sommer, LICSW, Center for Early Relationship Support, Jewish Family Services of Great Boston.
- Thinking Through Improvement (IT Kit).
- Autism Diagnostic Observation Scale trained evaluator.
- Zero to Three 25th National Training Institute, Connecting Science, Policy, and Practice.
- Using Theraplay Techniques to Enhance Attachment and Increase Engagement by Ellyn Schreiber, MA, LMHC.
- Autism Summer Institute: Show me the Evidence presented by the Institute on Disability.
- Attachment-Based Interventions: What work for parents and providers Amy Sommer, LICSW, Center for Early Relationship Support, Jewish Family Services of Great Boston.
- Three day Introduction to Infant Mental Health: Issues and Practice by Anne Williams, PMH-CS, M.Ed. MAIMH.
- Autism & The SCERTS Model: One-Day Introductory training and Two-Day Advanced Implementation training by Barry M Prizant, PhD, CCC/SLP & Amy Laurent, Ed.M., OTR/L from Childhood Communication Seminars, Inc.
- Autism Inside Out: Gastrological and Nutritional Issues with Children with Autism by Dr. Timothy Buie, Pediatric Gastroenterologist & Patricia

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Murray, R.D., M.Ed., L.D.

- Adult/Child/Infant CPR certified.
- Eight week Supervisor Training through Southern Interagency Training Collaborative.
- Mindblindness: One day training by Simon Baron-Cohen, PhD, M.Phil.
- Ages and Stages Questionnaire Train the Trainer.
- Multiple day long trainings by Kathleen Quill, PhD on Building quality programs for students with autism, Autism, Social and communication intervention for children.

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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: **Behavioral Health & Developmental Services of Strafford County, Inc.**

SS-2026-DBH-01-SUPPO-09
FY26_27

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Chris Kozak	President/Executive Director	$0.00	$208,316
Suzanne Bagdasarian	CFO	$0.00	$150,577
Tammy Smith	Resource Center Program Director	$4,468.99	$89,380
Suzanne Iverson	VP- DS Provider Services	$12,028.48	$96,228

Subject: Supported Housing (SS-2026-DBH-01-SUPPO-10)

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-434-1577	1.6 Account Unit and Class TBD	1.7 Completion Date June 30, 2027	1.8 Price Limitation $9,170,918. This amount is inclusive of shared price limitations as specified in Exhibit C.
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by: Vic Topo D4AA755C36AC40A... Date: 5/30/2025		1.12 Name and Title of Contractor Signatory Vic Topo CEO	
1.13 State Agency Signature DocuSigned by: Katja S. Fox ED9D05B04C63442... Date: 5/30/2025		1.14 Name and Title of State Agency Signatory Katja S. Fox Director	
1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:		Director, On:	
1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By: DocuSigned by: Robyn Guarino 748734844941460... On: 6/2/2025			
1.17 Approval by the Governor and Executive Council *(if applicable)* G&C Item number:		G&C Meeting Date:	

Contractor Initials DS VT
Date 5/30/2025

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed.

3.3 Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8. The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 The State's liability under this Agreement shall be limited to monetary damages not to exceed the total fees paid. The Contractor agrees that it has an adequate remedy at law for any breach of this Agreement by the State and hereby waives any right to specific performance or other equitable remedies against the State.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws and the Governor's order on Respect and Civility in the Workplace, Executive order 2020-01. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of age, sex, sexual orientation, race, color, marital status, physical or mental disability, religious creed, national origin, gender identity, or gender expression, and will take affirmative action to prevent such discrimination, unless exempt by state or federal law. The Contractor shall ensure any subcontractors comply with these nondiscrimination requirements.

6.3 No payments or transfers of value by Contractor or its representatives in connection with this Agreement have or shall be made which have the purpose or effect of public or commercial bribery, or acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business.

6.4. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with this Agreement and all rules, regulations and orders pertaining to the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contracting Officer specified in block 1.9, or any successor, shall be the State's point of contact pertaining to this Agreement.

DS

Contractor Initials VT

Date 5/30/2025

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) calendar days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) calendar days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) calendar days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) calendar days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. In addition, at the State's discretion, the Contractor shall, within fifteen (15) calendar days of notice of early termination, develop and submit to the State a transition plan for Services under the Agreement.

10. PROPERTY OWNERSHIP/DISCLOSURE.

10.1 As used in this Agreement, the word "Property" shall mean all data, information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any Property which has been received from the State, or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Disclosure of data, information and other records shall be governed by N.H. RSA chapter 91-A and/or other applicable law. Disclosure requires prior written approval of the State.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

12.1 Contractor shall provide the State written notice at least fifteen (15) calendar days before any proposed assignment, delegation, or other transfer of any interest in this Agreement. No such assignment, delegation, or other transfer shall be effective without the written consent of the State.

12.2 For purposes of paragraph 12, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.3 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State.

12.4 The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. The Contractor shall indemnify, defend, and hold harmless the State, its officers, and employees from and against all actions, claims, damages, demands, judgments, fines, liabilities, losses, and other expenses, including, without limitation, reasonable attorneys' fees, arising out of or relating to this Agreement directly or indirectly arising from death, personal injury, property damage, intellectual property infringement, or other claims asserted against the State, its officers, or employees caused by the acts or omissions of negligence, reckless or willful misconduct, or fraud by the Contractor, its employees, agents, or subcontractors. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the State's sovereign immunity, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

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Contractor Initials VT

Date 5/30/2025

14. INSURANCE.
14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and
14.1.2 special cause of loss coverage form covering all Property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the Property.
14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or any successor, a certificate(s) of insurance for all insurance required under this Agreement. At the request of the Contracting Officer, or any successor, the Contractor shall provide certificate(s) of insurance for all renewal(s) of insurance required under this Agreement. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.
15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation").*
15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or any successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. A State's failure to enforce its rights with respect to any single or continuing breach of this Agreement shall not act as a waiver of the right of the State to later enforce any such rights or to enforce any other or any subsequent breach.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire, unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CHOICE OF LAW AND FORUM.
19.1 This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire except where the Federal supremacy clause requires otherwise. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.
19.2 Any actions arising out of this Agreement, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be brought and maintained in the Merrimack County Superior Court of New Hampshire which shall have exclusive jurisdiction thereof.

20. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and any other portion of this Agreement including any attachments thereto, the terms of the P-37 (as modified in EXHIBIT A) shall control.

21. THIRD PARTIES. This Agreement is being entered into for the sole benefit of the parties hereto, and nothing herein, express or implied, is intended to or will confer any legal or equitable right, benefit, or remedy of any nature upon any other person.

22. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

23. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

24. FURTHER ASSURANCES. The Contractor, along with its agents and affiliates, shall, at its own cost and expense, execute any additional documents and take such further actions as may be reasonably required to carry out the provisions of this Agreement and give effect to the transactions contemplated hereby.

25. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

26. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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Contractor Initials
Date 5/30/2025

New Hampshire Department of Health and Human Services
Supported Housing

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2025 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by deleting subparagraph 3.3 in its entirety and replacing it as follows:

3.3. Contractor must complete all Services by the Completion Date specified in block 1.7. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.5 as follows:

12.5. 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
Supported Housing

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor must provide the supported housing services described in this Agreement for individuals experiencing serious mental illness (SMI).

1.2. The Contractor must ensure services are available in Region 10 as defined in NH Administrative Rule He-M 425.03., and may support other regions of the state when coverage is needed, including, but not limited to:

1.2.1. During staffing shortages.

1.2.2. Workload exceeds current capacity.

1.3. The Contractor and the Department agree that all references to days are business days unless labeled 'calendar' days.

1.4. **Housing Bridge Subsidy Program (HBSP)**

1.4.1. The Contractor must provide services in this Agreement in accordance with NH Administrative Rules, Chapter He-M 400, Community Mental Health, He-M 400, Part 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 406. The Contractor must:

1.4.1.1. Serve individuals within a shared caseload of a maximum of 500 bridge subsidy vouchers among the Community Mental Health Centers (CMHCs); and

1.4.1.2. Assist individuals with accessing scattered-site housing and ensure full community integration.

1.4.2. The Contractor must ensure the personnel providing services include at least two (2) full-time HBSP Housing Specialists. The HBSP Housing Specialists must review all HBSP applications completed for individuals currently connected to the CMHC to ensure application requirements are met.

1.4.3. The Contractor must assist individuals who are not currently connected to the CMHC with completing HBSP applications. The Contractor must:

1.4.3.1. Complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program; and

1.4.3.2. Send completed HBSP applications to the Department in accordance with NH Administrative Rule He-M 406.

1.4.4. The Contractor must facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

1.4.4.1. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs;

1.4.4.2. Referring, assisting, and connecting individuals to mental health treatment services at the appropriate CMHC, as requested and needed; and

1.4.4.3. Finalizing individualized housing plans within 15 calendar days from the date of receiving the approval for services, including, but not limited to:

1.4.4.3.1. Benefits eligibility and status to identify the individual's ability to pay for their portion of rent.

1.4.4.3.2. Access or referral to services as requested and needed, including, but not limited to:

1.4.4.3.2.1. Supportive services.

1.4.4.3.2.2. Substance use disorder treatment.

1.4.4.3.2.3. Behavioral health care.

1.4.4.3.2.4. Psychiatric health care.

1.4.4.3.2.5. Primary and medical health care.

1.4.4.3.3. Barriers to housing and steps to mitigate or resolve them, if applicable.

1.4.4.3.4. Individual's strengths.

1.4.4.3.5. Short-term and long-term housing goals, as appropriate, including obtaining the individual's housing history.

1.4.4.3.6. Identifying the individual's housing and community of choice preferences.

1.4.4.3.7. Contacting the referring agent, including, but not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, including, but not limited to the individual's:

1.4.4.3.7.1. Guardian or other involved family member, as appropriate.

1.4.4.3.7.2. Referring agent.

1.4.4.3.7.3. Representative payee.

1.4.4.3.7.4. Natural supports.

1.4.4.3.7.5. Identified mental health center representative.

1.4.4.3.8. Assisting the individual with understanding the HBSP, including, but not limited to:

1.4.4.3.8.1. Tenant rights and obligations.

1.4.4.3.8.2. The role of landlords.

1.4.4.3.8.3. Annual recertification and programmatic requirements.

1.4.5. The Contractor must initiate housing services for the individual within seven (7) calendar days of finalizing the individualized housing plan. The Contractor must ensure individual housing services include, but are not limited to:

1.4.5.1. Assisting the individual with accessing treatment team engagement to mitigate barriers while searching for and maintaining appropriate housing units.

1.4.5.2. Assisting the individual with obtaining, completing and submitting housing applications, to secure reasonable accommodations.

1.4.5.3. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

1.4.5.4. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures a lease in their own name, with full rights of tenancy.

1.4.5.5. Ensuring the individual receives information about fair housing laws, including the Fair Housing Act

1.4.5.6. Assisting the individual with identifying initial rental needs and resources, including, but not limited to:

1.4.5.6.1. Security deposits.

1.4.5.6.2. Securing utilities.

1.4.5.6.3. Obtaining furniture.

1.4.5.6.4. Purchasing groceries.

1.4.5.7. Ensuring housing selected by the individual meets all Housing and Urban Development (HUD) Housing Choice Voucher requirements set forth in the New Hampshire Housing, Housing Choice Voucher Administrative Plan, by utilizing the HBSP inspection form to complete initial and annual inspections.

1.4.5.8. Assisting the individual with obtaining permanent housing vouchers, when available.

1.4.5.9. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, including, but not limited to:

1.4.5.9.1. Security deposit financial assistance.

1.4.5.9.2. Assistance with utility payments.

1.4.5.9.3. Assistance with applying for food stamps.

1.4.5.9.4. Assistance with applying for Supplemental Security Income (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

1.4.5.9.5. Assistance with the appeal process for SSI or SSDI, as necessary.

1.4.6. The Contractor must provide appropriate housing unit leads that, at a minimum:

1.4.6.1. Accommodate the physical and mental well-being of the individual being served; and

1.4.6.2. Ensure units are within Fair Market Value, unless an exception is pre-approved by the Department.

1.4.7. The Contractor must ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor must provide housing support services including, but not limited to assistance with:

1.4.7.1. Accessing food needs to decrease food insecurity.

1.4.7.2. Finding donations for and linkage to apartment furnishings.

1.4.7.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed and available.

1.4.7.4. Connecting to resources needed to move into a new rental unit and/or store household items.

1.4.7.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

1.4.7.6. Ensuring the individual receives information regarding all services the CMHC can provide to assist with maintaining independent housing.

1.4.7.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, including, but not limited to:

1.4.7.7.1. Peer support agencies.

1.4.7.7.2. Faith-based groups.

1.4.7.7.3. Transportation services.

1.4.7.7.4. Primary care services.

1.4.7.7.5. Homemaker/personal care services.

1.4.7.7.6. Legal aid.

1.4.8. The Contractor must ensure there is full collaboration between the HBSP Housing Specialists and the individual's CMHC treatment team to:

1.4.8.1. Mediate with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe; and

1.4.8.2. Ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher or other permanent housing voucher.

1.4.9. The Contractor must identify housing needs, and engage and mobilize supports for each individual to assist with maintaining stable housing through the following, including, but not limited to:

1.4.9.1. Treatment team meetings.

1.4.9.2. Assertive Community Treatment (ACT) team meetings.

1.4.9.3. Discharge planning meetings when the individual is transitioning from:

1.4.9.3.1. New Hampshire Hospital;

1.4.9.3.2. A Designated Receiving Facility;

1.4.9.3.3. Glencliff Home; or

1.4.9.3.4. Transitional Housing Supports.

1.4.9.4. Coordination with Critical Time Intervention (CTI) coaches, as applicable.

1.4.9.5. First-hand observations.

1.4.9.6. Feedback from landlords.

1.4.9.7. The Contractor's employed community-based staff.

1.4.10. The Contractor must ensure the Housing Specialists maintain a system to track any health status or housing change, including, but not limited to death or criminal legal status, for the individual, regardless of their being on the waitlist or an active voucher holder who is housed and notifies the Department within five (5) days, using a Department approved form.

1.4.11. The Contractor must ensure the individual's housing needs are met, including assisting the individual with housing-related issues relevant to fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

1.4.12. The Contractor must assist landlords and property managers involved with HBSP by:

1.4.12.1. Educating landlords and/or property owners about HBSP voucher payments and the process to receive payments;

1.4.12.2. Assisting with coordinating any needs or changes to the housing unit or the lease;

1.4.12.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact;

1.4.12.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary;

1.4.12.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers, as needed; and

1.4.12.6. Ensuring timely HBSP voucher payments to landlords.

1.4.13. The Contractor must complete annual re-certifications for individuals enrolled in HBSP, including, but not limited to:

1.4.13.1. Income verification for all adults in the household.

1.4.13.2. Notification to the individual and landlord regarding any changes in voucher amount.

1.4.13.3. Inspection of the unit.

1.4.13.4. Criminal record and offender checks for all adults in the household.

1.4.14. The Contractor must work with the Department and New Hampshire Housing, annually and as needed, to ensure:

1.4.14.1. Each individual enrolled in HBSP has responded to communications from New Hampshire Housing and remains in good standing on the Housing Choice Voucher waitlist; and

1.4.14.2. There is a dedicated, centralized address for New Hampshire Housing and Housing Choice Voucher-related communications to be sent on behalf of individuals enrolled in HBSP.

1.4.15. The Contractor must ensure successful transition to permanent housing by providing support to individuals and landlords for at least six (6) consecutive months after the individual receives a permanent housing voucher.

1.4.16. The Contractor must be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

1.4.17. The Contractor must ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 calendar days of receiving the complaint. The Contractor must ensure:

1.4.17.1. All parties relevant to the complaint are interviewed by the complaint investigator;

1.4.17.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded;

1.4.17.3. The complainant is notified in writing of the finding;

1.4.17.4. All identities of any complainants are kept confidential;

1.4.17.5. Complainants are aware of the Contractor's process to request an appeal of findings; and

1.4.17.6. The Department is notified, in writing, of the complaint and the outcome.

1.4.18. The Contractor must maintain a case file for each individual in the program that includes, but is not limited to:

1.4.18.1. Releases of information and consent forms.

1.4.18.2. Housing and service plans.

1.4.18.3. Progress and contact notes.

1.4.18.4. Criminal record check and registered offender search.

1.4.18.5. Guardianship orders, as applicable.

1.4.18.6. Representative payee orders, as applicable.

1.4.18.7. Other housing applications, as applicable.

1.4.18.8. Documentation of service participation.

1.4.18.9. Any medical, mental health, and/or substance use disorder services requested and provided.

1.4.19. The Contractor must provide a total stipend of up to $250 per individual for housing-related needs, in accordance with the following:

1.4.19.1. The individual must be currently enrolled in the HBSP. and have not been provided all of the $250 stipend if previously enrolled in the HBSP. If the individual previously received a stipend of less than $250, they are eligible to receive the remaining balance;

1.4.19.2. The individual must have documented housing-related needs, not being met by other identified resources within the community, such as essential furnishings, equipment, and supplies, including, but not limited to pots, pans, towels, mattresses, and cleaning supplies;

1.4.19.3. The Contractor's Housing Specialist must obtain written approval from the Department prior to disbursing any portion of the stipend; and

1.4.19.4. Funds must be made available to the individual within one day upon approval from the Department.

1.4.20. The Contractor must ensure all records pertaining to individuals receiving housing services are kept for at least seven (7) years after an individual leaves HBSP.

1.4.21. The Contractor must participate in any compliance meeting as requested by the Department, and may participate in weekly drop-in meetings with the Department, as needed.

1.4.22. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.4.22.1. Ensure compliance with policies implemented; and

1.4.22.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.4.23. Data System

1.4.23.1. The Contractor must work with the Department to submit the following required data elements to the Department's Phoenix System, in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department, ensuring any necessary system changes are completed within six (6) months of the change as directed by the Department. The Contractor must submit:

1.4.23.1.1. Individual demographic and encounter data, including data on non-billable individual specific services on all encounters, to the Department's Phoenix system, or successor system as identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid; and

1.4.23.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered Bureau of Mental Health Services eligible, Serious and Persistent Mental (SPMI), Serious Mental Illness (SMI), and Low Utilizer (LU), are acceptable.

1.4.23.2. The Contractor must meet all the general requirements for the Phoenix system including, but not limited to:

1.4.23.2.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

1.4.23.2.2. Ensuring data files and records are consistent with reporting specification requirements.

1.4.23.2.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) days.

1.4.23.2.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

1.4.23.2.5. Participating in Departmental efforts for system-wide data quality improvement.

1.4.23.2.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

1.4.23.2.6.1. All data is formatted in accordance with the file specifications;

1.4.23.2.6.2. No records will reject due to invalid characters or invalid formatting; and

1.4.23.2.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

1.4.23.3. The Contractor must meet the following data entry standards:

1.4.23.3.1. Timeliness: monthly data must be submitted no later than the 15th of each month for the prior month's data unless otherwise approved by the Department, and the Contractor must review the Department's tabular summaries within seven (7) days;

1.4.23.3.2. Completeness: submitted data must represent at least 98% of billable services provided and 98% individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 1.4.23.4.; and

1.4.23.3.3. Accuracy: submitted service and member data must conform to submission requirements for at least 98% of the records, and 100% of unique member identifiers must be accurate and valid.

1.4.23.4. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

1.4.23.4.1. The waiver length must not exceed 180 calendar days;

1.4.23.4.2. Where the Contractor fails to meet standards, the Contractor must submit a corrective action plan within 30 calendar days of being notified of an issue;

1.4.23.4.3. After approval of the corrective action plan, the Contractor must implement the plan; and

1.4.23.4.4. Failure of the Contractor to implement the plan may require:

1.4.23.4.4.1. Another plan; or

1.4.23.4.4.2. Other remedies, as specified by the Department.

1.4.24. Staffing

1.4.24.1. The Contractor must ensure sufficient Housing Specialist staffing, as defined in Section 1.4.2., is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding. The Contractor may:

1.4.24.1.1. Assign additional qualified staff to complete housing specialist services as needed based on available funding.

1.4.24.2. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, Staff Training and Development.

1.4.24.3. The Contractor must ensure all staff participate in all HBSP trainings conducted by either New Hampshire Housing or the Department.

1.4.25. Reporting

1.4.25.1. The Contractor must submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) days after the conclusion of the month, specifying:

1.4.25.1.1. The amount of funds expended and the balance of funds remaining for HBSP services;

1.4.25.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made; and

1.4.25.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

1.4.25.2. The Contractor must notify the Department, in writing, monthly regarding the following:

1.4.25.2.1. The names of individuals who exited the program, the reason, and the date of exit;

1.4.25.2.2. The names of individuals who have passed away, and the date of their passing, or date the Contractor was notified of their passing;

1.4.25.2.3. The date an individual signs a lease, including date of move-in; and

1.4.25.2.4. Any other changes experienced by the individual, including, but not limited to, address, permanent housing, income and rental amount changes.

1.4.25.3. The Contractor must attend an annual summit with the Department to discuss progress and barriers, including, but not limited to:

1.4.25.3.1. Barriers experienced by individuals currently residing in HBSP supported housing, as well as individuals waiting to occupy HBSP supported housing, including, but not limited to:

1.4.25.3.1.1. Transportation.

1.4.25.3.1.2. Substance use disorder services.

1.4.25.3.1.3. Access to mental health services.

1.4.25.3.1.4. Access to medical healthcare.

1.4.25.3.1.5. Unit safety.

1.4.25.3.1.6. Permanent housing transition.

1.4.25.3.1.7. Financial hardship.

1.4.25.3.1.8. Barriers experienced by the Contractor.

1.4.25.3.2. Resolutions of barriers experienced by the individual and the Contractor.

1.4.25.3.3. Outcomes of individuals who received an eviction notice due to their behaviors.

1.4.25.4. The Contractor must provide individual-specific HBSP data consistent with the data reporting requirements of this Agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method, and timeliness as specified by the Department.

1.4.25.5. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.4.25.6. The Contractor must consult and collaborate with the Department to evaluate:

1.4.25.6.1. Percentage of individuals receiving housing services;

1.4.25.6.2. Percentage of individuals housed within 90 calendar days of approval to receive services;

1.4.25.6.3. Percentage of individuals who remain in stable housing for one (1) year or longer, including:

1.4.25.6.3.1. Individuals who have experienced homelessness;

1.4.25.6.3.2. Individuals who were at risk of homelessness due to eviction;

1.4.25.6.3.3. Individuals who were incarcerated; and

1.4.25.6.3.4. Individuals who were admitted to NHH;

1.4.25.6.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 calendar days of receipt of the complaint; and

1.4.25.6.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

1.5. Supported Housing Expanded Program – Jean's Place

1.5.1. The Contractor must operate a program, Jean's Place, for adults with serious mental illness that includes four (4) independent living units for a maximum of six (6) individuals with approximately 120 calendar days average lengths of stay. The Contractor must ensure Jean's Place:

1.5.1.1. Includes no more than two (2) bedrooms per unit; and

1.5.1.2. Is staffed 24/7 when individuals are in the residence to meet clinical and/or support needs.

1.5.2. The Contractor must ensure referrals for this program are prioritized for the following individuals:

1.5.2.1. Individuals who are at high risk for hospitalization or placement into a more restrictive setting without stable living;

1.5.2.2. Individuals being discharged from New Hampshire Hospital or Glencliff Home; and

1.5.2.3. Individuals requiring short-term housing assistance to stabilize their living situation.

1.5.3. The Contractor must ensure individuals enrolled in this program receive support, education, and training to enable them to maximize their community integration and maintain their independence in accordance with housing goals outlined within their Individualized Service Plan.

1.5.4. The Contractor must ensure discharge planning begins within 30 calendar days from admission to the program and is based on the individual's ability to transition to a different level of housing. The Contractor must ensure discharge planning includes, but is not limited to:

1.5.4.1. Assessment of the individual's ability to live independently.

1.5.4.2. Input of wants and needs from the client, and guardian if applicable.

1.5.4.3. Ensuring appropriate services and supports are in place prior to the individual being discharged.

1.5.5. The Contractor must establish, if necessary, and maintain programmatic policies. The Contractor must:

1.5.5.1. Ensure compliance with policies implemented; and

1.5.5.2. Respond to Department inquiries within five (5) days regarding policy implementation or compliance.

1.5.6. The Contractor must submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly

programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements including, but not limited to:

1.5.6.1. Total number of vacant and occupied beds during the reported period.

1.5.6.2. Total number of individuals referred, admitted and discharged during the reporting period.

1.5.6.3. Length of stay upon discharge.

1.5.6.4. All referral source(s) and discharge locations.

1.5.6.5. Programmatic offerings.

1.5.6.6. Reasons for any denials from entry.

1.6. The Contractor must manage complaints in accordance with New Hampshire Administrative Rule He-M 200, Practice and Procedure, Part 204, Rights Protection Procedures for Mental Health Services.

1.7. Maintenance of Fiscal Integrity

1.7.1. The Contractor must submit the following financial statements to the Department within 30 calendar days after the end of each month:

1.7.1.1. Balance Sheet for the Contractor's entire organization including all related parties;

1.7.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

1.7.1.2.1. All revenue sources and expenditures; and

1.7.1.2.2. A budget column allowing for budget to actual analysis;

1.7.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

1.7.1.3.1. All revenue sources and all related expenditures for the Program; and

1.7.1.3.2. A budget column allowing for budget to actual analysis; and

1.7.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

1.7.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

1.7.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

1.7.3.1. Days of Cash on Hand:

1.7.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

1.7.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature within three (3) months and should not include common stock.

1.7.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of 30 calendar days with no variance allowed.

1.7.3.2. Current Ratio:

1.7.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

1.7.3.2.2. Formula: Total current assets divided by total current liabilities.

1.7.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

1.7.3.3. Debt Service Coverage Ratio:

1.7.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

1.7.3.3.2. Definition: The ratio of net income to the year-to-date debt service.

1.7.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year-to-date debt service (principal and interest) over the next twelve (12) months.

1.7.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

1.7.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

1.7.3.4. Net Assets to Total Assets:

1.7.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

1.7.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

1.7.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

1.7.3.4.4. Source of Data: The Contractor's monthly financial statements.

1.7.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

1.7.4. If the Contractor does not meet either:

1.7.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

1.7.4.2. Three (3) or more of any of the Performance Standards for one (1) month, or any one (1) Performance Standard for three (3) consecutive months, then the Contractor must:

1.7.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

1.7.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

1.7.5. The Contractor must update and submit the corrective action plan to the Department, at least every 30 calendar days, until compliance is achieved. The Contractor must:

1.7.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure

requested information is submitted to the Department in a timeframe agreed upon by both parties.

1.7.6. The Contractor must inform the Department by phone and by email within five (5) days of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

1.8. Reduction or Suspension of Funding

1.8.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are reduced, suspended, or reallocated, the Department shall provide immediate written notification to the Contractor of such reduction, suspension, or reallocation.

1.8.1.1. In the event that the reduction or suspension, or reallocation of federal or state funding prevents the Contractor from providing necessary services to individuals, the Department shall initiate the process to amend the agreement, pursuant to Paragraph 18 of the Form P-37, to modify the service requirements contained herein in collaboration with the Contractor.

1.8.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

1.8.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

1.8.1.2.2. Crisis services for all individuals.

1.8.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

1.8.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

1.9. Elimination of Programs and Services by Contractor

1.9.1. Not including service reductions collaboratively addressed in Section 1.8. Reduction or Suspension of Funding, the Contractor must provide a minimum of thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as known if the Contactor is faced with an urgent need to reduce delivery of services.

1.9.2. The Contractor and the Department shall collaborate prior to the elimination or reduction of services to address the immediate situation in order to prioritize which services survive the reduction. Should the Contractor and the Department require assistance in their collaborative efforts, the Department may require the Contractor to engage in a non-binding mediation within thirty (30) calendar days by the Commissioner of the Department of Health and Human Services at no cost to the Contractor, to include funding capacity and supplemental resources.

1.9.3. The Contractor must not redirect funds allocated in the Contractor's budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

1.10. The Contractor must participate in meetings with the Department as requested by the Department.

1.11. The Contractor may be required to participate in on-site reviews conducted by the Department on an annual basis, or as otherwise requested by the Department.

1.12. The Contractor may be required to facilitate reviews of files conducted by the Department on an annual basis, or as otherwise requested by the Department, that may include, but are not limited to Housing Bridge Voucher Holder Files.

1.13. The Contractor may be required to ensure staff participate in annual training on Housing Supports and Housing Related Information as required by the Department.

1.14. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.15. The Contractor must utilize the Department's closed loop referral system whenever applicable to the services they provide for referrals between health and/or human service providers within New Hampshire for referral management and client care coordination. Utilization includes inputting information and data as necessary into the Department's referral solution as part of the NH Care Connections Network to facilitate referrals to participating providers, signing required Network Participation Agreement(s), and obtaining a participant specific consent for services.

1.16. The Contractor must utilize the Department's admission, discharge, transfer, and shared care insights solution whenever applicable to the services they provide for client care coordination and management between health providers within New Hampshire. Utilization includes inputting information and data as necessary into the Department's admission, discharge, transfer, and shared care insights platform as part of the NH Care Connections Network to facilitate referrals to participating providers and signing required Participation Agreement(s) for the

admission, discharge, transfer, and shared care insights solution.

1.16.1. The Department's contracts with the closed loop referral and admission, discharge, and transfer vendors incorporate the costs of developing and maintaining the standards-based interface from which the Contractor may choose to configure their systems to communicate securely with the Department's NH Care Connections Network solutions. The Contractor may choose to interface with the Department's closed loop referral and/or the admission discharge transfer solution utilizing a Smart on FHIR or HL-7 standard interface process to connect individuals to health and social service providers. **The costs for the Contractor system or team to develop or utilize the standard Smart on FHIR or HL-7 based interface are the sole responsibility of the Contractor.**

1.17. Background Checks

1.17.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

1.17.1.1. A criminal background check, at the Contractor's expense, and has no convictions for crimes that represent evidence of behavior that could endanger individuals served under this Agreement;

1.17.1.2. A name search of the Department's Bureau of Adult and Aging Services (BAAS) State Registry, pursuant to RSA 161-F:49, with results indicating no evidence of behavior that could endanger individuals served under this Agreement; and

1.17.1.3. A name search of the Department's Division for Children, Youth and Families (DCYF) Central Registry pursuant to RSA 169-C:35, with results indicating no evidence of behavior that could endanger individuals served under this Agreement.

1.18. Confidential Data

1.18.1. The Contractor must meet all information security and privacy requirements as set by the Department and in accordance with the Department's Information Security Requirements Exhibit as referenced below.

1.18.2. The Contractor must ensure any individuals involved in delivering services through this Agreement contract sign an attestation agreeing to access, view, store, and discuss Confidential Data in accordance with federal and state laws and regulations and the Department's

Information Security Requirements Exhibit. The Contractor must ensure said individuals have a justifiable business need to access confidential data. The Contractor must provide attestations upon Department request.

1.19. Privacy Impact Assessment

1.19.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

1.19.1.1. How PII is gathered and stored;

1.19.1.2. Who will have access to PII;

1.19.1.3. How PII will be used in the system;

1.19.1.4. How individual consent will be achieved and revoked; and

1.19.1.5. Privacy practices.

1.19.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

1.20. Department Owned Devices, Systems and Network Usage

1.20.1. If Contractor End Users, defined in the Department's Information Security Requirements Exhibit that is incorporated into this Agreement, are authorized by the Department's Information Security Office to use a Department issued device (e.g. computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

1.20.1.1. Sign and abide by applicable Department and New Hampshire Department of Information Technology (NH DoIT) use agreements, policies, standards, procedures and guidelines, and complete applicable trainings as required;

1.20.1.2. Use the information that they have permission to access solely for conducting official Department business and agree that all other use or access is strictly forbidden including, but not limited, to personal or other private and non-Department use, and that at no time shall they access or attempt to

access information without having the express authority of the Department to do so;

1.20.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

1.20.1.4. Not copy, share, distribute, sub-license, modify, reverse engineer, rent, or sell software licensed, developed, or being evaluated by the Department, and at all times must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other agreement executed by the Department;

1.20.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

1.20.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

1.20.1.7. Agree that email and other electronic communication messages created, sent, and received on a Department-issued email system are the property of the Department of New Hampshire and to be used for business purposes only. Email is defined as "internal email systems" or "Department-funded email systems."

1.20.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

1.20.1.9. Agree when utilizing the Department's email system:

1.20.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

1.20.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

1.20.1.9.3. Ensure the following confidentiality notice is embedded underneath the signature line:

CONFIDENTIALITY NOTICE: "This message may contain information that is privileged and confidential and is intended only for the use of the individual(s) to whom it is addressed. If you receive this message in error, please notify the sender immediately and

delete this electronic message and any attachments from your system. Thank you for your cooperation."

1.20.1.10. Contractor End Users with a Department issued email, access or potential access to Confidential Data, and/or a workspace in a Department building/facility, must:

1.20.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

1.20.1.10.2. Sign the Department's Business Use and Confidentiality Agreement and Asset Use Agreement, and the NH DoIT Department wide Computer Use Agreement upon execution of the Agreement and annually thereafter.

1.20.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

1.20.1.11. Contractor agrees, if any End User is found to be in violation of any of the above terms and conditions, said End User may face removal from the Agreement, and/or criminal and/or civil prosecution, if the act constitutes a violation of law.

1.20.1.12. Contractor agrees to notify the Department a minimum of three business days prior to any upcoming transfers or terminations of End Users who possess Department credentials and/or badges or who have system privileges. If End Users who possess Department credentials and/or badges or who have system privileges resign or are dismissed without advance notice, the Contractor agrees to notify the Department's Information Security Office or designee immediately.

1.20.2. Workspace Requirement

1.20.2.1. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

1.21. Contract End-of-Life Transition Services

1.21.1. General Requirements

1.21.1.1. If applicable, upon early termination or expiration of the Agreement the parties agree to cooperate in good faith to

effectuate a secure transition of the services ("Transition Services") from the Contractor to the Department and, if applicable, the new Contractor ("Recipient") engaged by the Department to assume the services. Ninety (90) days prior to the end-of the contract or unless otherwise specified by the Department, the Contractor must begin working with the Department and if applicable, the Recipient to develop a Data Transition Plan (DTP). The Department shall provide the DTP template to the Contractor.

1.21.1.2. The Contractor must assist the Recipient, in connection with the transition from the performance of Services by the Contractor and its End Users to the performance of such Services. This may include assistance with the secure transfer of records (electronic and hard copy), transition of historical data (electronic and hard copy), the transition of any such Service from the hardware, software, network and telecommunications equipment and internet-related information technology infrastructure ("Internal IT Systems") of Contractor to the Internal IT Systems of the Recipient and cooperation with and assistance to any third-party consultants engaged by Recipient in connection with the Transition Services.

1.21.1.3. If a system, database, hardware, software, and/or software licenses (Tools) was purchased or created to manage, track, and/or store Department Data in relationship to this contract said Tools will be inventoried and returned to the Department, along with the inventory document, once transition of Department data is complete.

1.21.1.4. The internal planning of the Transition Services by the Contractor and its End Users shall be provided to the Department and if applicable the Recipient in a timely manner. Any such Transition Services shall be deemed to be Services for purposes of this Agreement.

1.21.1.5. In the event the data Transition extend beyond the end of the Agreement, the Contractor agrees that the Information Security Requirements, and if applicable, the Department's Business Associate Agreement terms and conditions remain in effect until the Data Transition is accepted as complete by the Department.

1.21.1.6. In the event the Contractor has comingled Department Data and the destruction or Transition of said data is not feasible, the Department and Contractor will jointly evaluate regulatory

and professional standards for retention requirements prior to destruction, refer to the terms and conditions of the Department's DHHS Information Security Requirements Exhibit.

1.21.2. Completion of Transition Services

1.21.2.1. Each service or transition phase shall be deemed completed (and the transition process finalized) at the end of 15 business days after the product, resulting from the Service, is delivered to the Department and/or the Recipient in accordance with the mutually agreed upon Transition plan, unless within said 15 business day term the Contractor notifies the Department of an issue requiring additional time to complete said product.

1.21.2.2. Once all parties agree the data has been migrated the Contractor will have 30 days to destroy the data per the terms and conditions of the Department's Information Security Requirements Exhibit.

1.21.3. Disagreement over Transition Services Results

1.21.3.1. In the event the Department is not satisfied with the results of the Transition Service, the Department shall notify the Contractor, in writing, stating the reason for the lack of satisfaction within 15 business days of the final product or at any time during the data Transition process. The Parties shall discuss the actions to be taken to resolve the disagreement or issue. If an agreement is not reached, at any time the Department shall be entitled to initiate actions in accordance with the Agreement.

2. Exhibits Incorporated

2.1. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit D, DHHS Information Security Requirements.

2.2. The Contractor must use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit E, Business Associate Agreement, which has been executed by the parties.

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. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

3.2.1. The Contractor must submit:

3.2.1.1. A detailed description of the language assistance services, within ten (10) days of the Effective Date of the Agreement, to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, that all personnel involved the provision of services to individuals under this Agreement have completed, within the last 12 months, the Contractor Required Training Video on Civil Rights-related Provisions in DHHS Procurement Processes, which is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors); and

3.2.1.3. The Department's Federal Civil Rights Compliance Checklist within ten (10) days of the Effective Date of the Agreement. The Federal Civil Rights Compliance Checklist must have been completed within the last 12 months and is accessible on the Department's website (https://www.dhhs.nh.gov/doing-business-dhhs/civil-right-compliance-dhhs-vendors).

3.3. **Credits and Copyright Ownership**

3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement must include the following statement, "The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human

Services."

3.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

3.3.3. The Department must retain copyright ownership for any and all original materials produced, including, but not limited to reports, protocols, guidelines, brochures, posters, and resource directories.

3.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

3.4. **Operation of Facilities: Compliance with Laws and Regulations**

3.4.1. In the operation of any facilities for providing services, the Contractor must comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which must impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit must be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Agreement the facilities must comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and must be in conformance with local building and zoning codes, by-laws and regulations.

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.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, which records must include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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 further review, 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
Supported Housing

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
   1.1. 100% General funds.
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, based on criteria specified in 2 CFR 200.331.
   2.2. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Payment shall be on a cost reimbursement basis for actual allowable expenditures incurred under this Agreement, and shall be in accordance with the approved line items, as specified in Exhibit C-1, Budget, for SFY 2026 and SFY 2027, and in accordance with Sections 4 and 5 below.
4. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a statewide shared price limitation for vouchers not reimbursable under any other agreement, not to exceed $85,000 for the period of May 1, 2025 through June 30, 2025, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
5. This Agreement is one (1) of ten (10) Agreements with Contractors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all Contractors utilizing voucher funds from the State. Accordingly, the statewide shared price limitation for vouchers among all ten (10) Agreements is $4,226,061 for SFY 2026, and $4,226,061 for SFY 2027, and the total lifetime client stipend within the statewide shared price limitation among all ten (10) agreements is $137,500. The Contractor acknowledges that no funds will be paid to the Contractor once the price limitation is reached.
6. Housing Bridge Voucher payments shall not exceed Fair Market Rent as determined by the U. S. Department of Housing and Urban Development and the New Hampshire Housing Finance Authority.
7. The Contractor shall submit an invoice to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a format as provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment in accordance with Section 3 above.

7.4. Includes supporting documentation with each invoice, including, but not limited to, proof of expenditures, itemized receipts for purchases, time sheets, and payroll records with position or staff detail, as applicable.

7.5. Is completed, dated and returned to the Department to initiate payment.

7.6. Is assigned an electronic signature and is emailed to dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) calendar days only upon receipt and approval of the submitted invoice and required supporting documentation.

9. The final invoice and any required supporting documentation shall be due to the Department no later than forty (40) calendar days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

10. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting direct and indirect cost amounts within the price limitation between budget class lines, as well as adjusting encumbrances between State Fiscal Years 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.

11. Audits

11.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

11.1.1. Condition A - The Contractor is subject to a Single Audit pursuant to 2 CFR 200.501 Audit Requirements.

11.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b.

11.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

11.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

11.2.1. 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.

11.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

11.4. The Contractor, regardless of the funding source and/or whether Conditions A, B, or C exist, may be required to submit annual financial audits performed by an independent CPA upon request by the Department.

11.5. 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, within sixty (60) days.

12. If applicable, the Contractor must request disposition instructions from the Department for any equipment, as defined in 2 CFR 200.313, purchased using funds provided under this Agreement, including information technology systems.

Exhibit C-1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management

Budget Request for: Supported Housing

Budget Period: SFY 2026 - SFY 2027

Indirect Cost Rate (if applicable) 12.73%

Line Item	Housing Bridge (SFY 2026)	Supported Housing Expanded Program (SFY 2026)	Housing Bridge (SFY 2027)	Supported Housing Expanded Program (SFY 2027)
1. Salary & Wages	$134,476	$60,000	$134,476	$60,000
2. Fringe Benefits	$35,000	$15,242	$35,000	$15,242
3. Consultants	$500	$0	$500	$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	$0	$0	$0	$0
5.(a) Supplies - Educational	$0	$0	$0	$0
5.(b) Supplies - Lab	$0	$0	$0	$0
5.(c) Supplies - Pharmacy	$0	$0	$0	$0
5.(d) Supplies - Medical	$0	$0	$0	$0
5.(e) Supplies - Office	$500	$0	$500	$0
6. Travel	$1,000	$0	$1,000	$0
7. Software	$0	$0	$0	$0
8. (a) Other - Marketing/Communications	$0	$0	$0	$0
8. (b) Other - Education and Training	$0	$5,000	$0	$5,000
8. (c) Other - Other (specify below)	$1,000	$0	$1,000	$0
Client Funds	$0	$0	$0	$0
Criminal Records Checks	$2,000	$500	$2,000	$500
Daily Subsidy Fees	$0	$0	$0	$0
Facility Fit Up Costs	$0	$0	$0	$0
Miscellaneous Expenses	$500	$4,500	$500	$4,500
Rental Occupancy Costs	$3,000	$0	$3,000	$0
Rental Payments	$0	$18,240	$0	$18,240
Rental Vouchers	$0	$0	$0	$0
Staff Recruitment	$0	$0	$0	$0
Unit Damage	$0	$0	$0	$0
Utilities	$0	$0	$0	$0
9. Specialty Housing Provisions	$0	$0	$0	$0
10. Subrecipient Contracts	$0	$0	$0	$0
Total Direct Costs	$177,976	$103,482	$177,976	$103,482
Total Indirect Costs	$25,000	$10,440	$25,000	$10,440
Subtotals	$202,976	$113,922	$202,976	$113,922
			TOTAL	**$633,796**

Contractor Initials: DS VT

Date: 5/30/2025

New Hampshire Department of Health and Human Services

Exhibit D

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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6. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or Confidential Data.

7. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.

8. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

9. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.

10. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.

11. "Unsecured Protected Health Information" means Protected Health Information that is not secured by a technology standard that renders Protected Health Information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. Omitted.
4. The Contractor agrees that Confidential Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees Confidential Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the Confidential Data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure, secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting Confidential Data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If

End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).

11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the Confidential Data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the Confidential Data, unless, otherwise required by law or permitted under this Contract. If it is infeasible to return or destroy the Confidential Data, protections pursuant to this Information Security Requirements Exhibit survive this contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process Confidential Data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Confidential Data
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location.
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, must have aggressive intrusion-detection and firewall protection.
6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such Confidential Data upon request or contract termination; and will obtain written certification for any Confidential Data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing Confidential Data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the Confidential Data destruction, and will provide written certification to DHHS upon request. The written certification will include all details necessary to demonstrate Confidential Data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the Confidential Data received under this Contract, as follows:

1. The Contractor will maintain proper security controls to protect Confidential Data collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Confidential Data throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the Confidential Data (i.e., tape, disk, paper, etc.).
3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Confidential Data where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact Confidential Data, State of NH systems and/or Department confidential information for contractor provided systems.

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5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Confidential Data.

6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.

7. The Contractor will work with DHHS to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any DHHS system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If DHHS determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with DHHS and is responsible for maintaining compliance with the agreement.

9. Omitted.

10. The Contractor will not store, knowingly or unknowingly, any Confidential Data or State of New Hampshire data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within DHHS.

11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.

13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent

unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at https://www.nh.gov/doit/vendor/index.htm for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.

14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any Confidential Data or State of New Hampshire systems that connect to the State of New Hampshire network.

15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such Confidential Data to perform their official duties in connection with purposes identified in this Contract.

16. The Contractor must ensure that all End Users:

    a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.

    b. safeguard this information at all times.

    c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.

    d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

    e. limit disclosure of the Confidential Information to the extent permitted by law.

    f. Confidential Information received under this Contract and individually identifiable Confidential Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).

    g. only authorized End Users may transmit the Confidential Data, and in all cases, such Confidential Data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.

    h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.

    i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure.

This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

V. LOSS REPORTING

A. The Contractor must notify NH DHHS Information Security via the email address provided in this Exhibit, of any known or suspected Incidents or Breaches immediately after the Contractor has determined that the aforementioned has occurred and that Confidential Data may have been exposed or compromised.

1. Parties acknowledge and agree that unless notice to the contrary is provided by DHHS in its sole discretion to Contractor, this Section V.A.1 constitutes notice by Contractor to DHHS of the ongoing existence and occurrence or attempts of Unsuccessful Security Incidents for which no additional notice to DHHS shall be required. "Unsuccessful Security Incidents" means, without limitation, pings and other broadcast attacks on Contractor's firewalls, port scans, unsuccessful log-on attempts, denial of service attacks, and any combination of the above, so long as no such incident results in unauthorized access, use or disclosure of Confidential Data.

B. Per the terms of this Exhibit the Contractor's and End User's security incident and breach response procedures must address how the Contractor will:

1. Identify incidents;

2. Determine if Confidential Data is involved in incidents;

3. Report suspected or confirmed incidents to DHHS as required in this Exhibit. DHHS will provide the Contractor with a NH DHHS Business Associate Incident Risk Assessment Report for completion.

4. Within 24 hours of initial notification to DHHS, email a completed NH DHHS Business Associate Incident Risk Assessment Preliminary Report to the DHHS' Information Security Office at the email address provided herein;

5. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to incidents and mitigation measures, prepare to include DHHS in the incident response calls throughout the incident response investigation;

6. Identify incident/breach notification method and timing;

7. Within one business week of the conclusion of the Incident/Breach response investigation a final written Incident Response Report and Mitigation Plan is submitted to DHHS Information Security Office at the email address provided herein;

8. Address and report incidents and/or Breaches that implicate personal information (PI) to DHHS in accordance with NH RSA 359-C:20 and this Agreement;

9. Address and report incidents and/or Breaches per the HIPAA Breach Notification Rule, and the Federal Trade Commission's Health Breach Notification Rule 16 CFR Part 318 and this Agreement.

10. Comply with all applicable state and federal suspected or known Confidential Data loss obligations and procedures.

C. All legal notifications required as a result of a breach of Confidential Data, or potential breach, collected pursuant to this Contract shall be coordinated with the State if caused by the Contractor. The Contractor shall ensure that any subcontractors used by the Contractor shall similarly notify the State of a Breach, or potential Breach immediately upon discovery, shall make a full disclosure, including providing the State with all available information, and shall cooperate fully with the State, as defined above.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement (Form P-37) ("Agreement"), and any of its agents who receive use or have access to protected health information (PHI), as defined herein, shall be referred to as the "Business Associate." The State of New Hampshire, Department of Health and Human Services, "Department" shall be referred to as the "Covered Entity," The Contractor and the Department are collectively referred to as "the parties."

The parties agree, to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191, the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162, and 164 (HIPAA), provisions of the HITECH Act, Title XIII, Subtitle D, Parts 1&2 of the American Recovery and Reinvestment Act of 2009, 42 USC 17934, et sec., applicable to business associates, and as applicable, to be bound by the provisions of the Confidentiality of Substance Use Disorder Patient Records, 42 USC s. 290 dd-2, 42 CFR Part 2, (Part 2), as any of these laws and regulations may be amended from time to time.

(1) Definitions

a. The following terms shall have the same meaning as defined in HIPAA, the HITECH Act, and Part 2, as they may be amended from time to time:

"Breach," "Designated Record Set," "Data Aggregation," Designated Record Set," "Health Care Operations," "HITECH Act," "Individual," "Privacy Rule," "Required by law," "Security Rule," and "Secretary."

b. Business Associate Agreement, (BAA) means the Business Associate Agreement that includes privacy and confidentiality requirements of the Business Associate working with PHI and as applicable, Part 2 record(s) on behalf of the Covered Entity under the Agreement.

c. "Constructively Identifiable," means there is a reasonable basis to believe that the information could be used, alone or in combination with other reasonably available information, by an anticipated recipient to identify an individual who is a subject of the information.

d. "Protected Health Information" ("PHI") as used in the Agreement and the BAA, means protected health information defined in HIPAA 45 CFR 160.103, limited to the information created, received, or used by Business Associate from or on behalf of Covered Entity, and includes any Part 2 records, if applicable, as defined below.

e. "Part 2 record" means any patient "Record," relating to a "Patient," and "Patient Identifying Information," as defined in 42 CFR Part 2.11.

f. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

(2) Business Associate Use and Disclosure of Protected Health Information

a. Business Associate shall not use, disclose, maintain, store, or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under the Agreement. Further, Business Associate, including but not

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limited to all its directors, officers, employees, and agents, shall protect any PHI as required by HIPPA and 42 CFR Part 2, and not use, disclose, maintain, store, or transmit PHI in any manner that would constitute a violation of HIPAA or 42 CFR Part 2.

b. Business Associate may use or disclose PHI, as applicable:

I. For the proper management and administration of the Business Associate;

II. As required by law, according to the terms set forth in paragraph c. and d. below;

III. According to the HIPAA minimum necessary standard;

IV. For data aggregation purposes for the health care operations of the Covered Entity; and

V. Data that is de-identified or aggregated and remains constructively identifiable may not be used for any purpose outside the performance of the Agreement.

c. To the extent Business Associate is permitted under the BAA or the Agreement to disclose PHI to any third party or subcontractor prior to making any disclosure, the Business Associate must obtain, a business associate agreement or other agreement with the third party or subcontractor, that complies with HIPAA and ensures that all requirements and restrictions placed on the Business Associate as part of this BAA with the Covered Entity, are included in those business associate agreements with the third party or subcontractor.

d. The Business Associate shall not, disclose any PHI in response to a request or demand for disclosure, such as by a subpoena or court order, on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity can determine how to best protect the PHI. If Covered Entity objects to the disclosure, the Business Associate agrees to refrain from disclosing the PHI and shall cooperate with the Covered Entity in any effort the Covered Entity undertakes to contest the request for disclosure, subpoena, or other legal process. If applicable relating to Part 2 records, the Business Associate shall resist any efforts to access part 2 records in any judicial proceeding.

(3) Obligations and Activities of Business Associate

a. Business Associate shall implement appropriate safeguards to prevent unauthorized use or disclosure of all PHI in accordance with HIPAA Privacy Rule and Security Rule with regard to electronic PHI, and Part 2, as applicable.

b. The Business Associate shall immediately notify the Covered Entity's Privacy Officer at the following email address, DHHSPrivacyOfficer@dhhs.nh.gov after the Business Associate has determined that any use or disclosure not provided for by its contract, including any known or suspected privacy or security incident or breach has occurred potentially exposing or compromising the PHI. This includes inadvertent or accidental uses or disclosures or breaches of unsecured protected health information.

c. In the event of a breach, the Business Associate shall comply with the terms of this Business Associate Agreement, all applicable state and federal laws and regulations and any additional requirements of the Agreement.

d. The Business Associate shall perform a risk assessment, based on the information available at the time it becomes aware of any known or suspected privacy or

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security breach as described above and communicate the risk assessment to the Covered Entity. The risk assessment shall include, but not be limited to:

I. The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

II. The unauthorized person who accessed, used, disclosed, or received the protected health information;

III. Whether the protected health information was actually acquired or viewed; and

IV. How the risk of loss of confidentiality to the protected health information has been mitigated.

e. The Business Associate shall complete a risk assessment report at the conclusion of its incident or breach investigation and provide the findings in a written report to the Covered Entity as soon as practicable after the conclusion of the Business Associate's investigation.

f. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the US Secretary of Health and Human Services for purposes of determining the Business Associate's and the Covered Entity's compliance with HIPAA and the Privacy and Security Rule, and Part 2, if applicable.

g. Business Associate shall require all of its business associates that receive, use or have access to PHI under the BAA to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein.

h. Within ten (10) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the BAA and the Agreement.

i. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

j. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

k. Business Associate shall document any disclosures of PHI and information related to any disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

l. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in

accordance with 45 CFR Section 164.528.

m. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within five (5) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

n. Within thirty (30) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-ups of such PHI in any form or platform.

VI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, or if retention is governed by state or federal law, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible for as long as the Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall post a current version of the Notice of the Privacy Practices on the Covered Entity's website:

https://www.dhhs.nh.gov/oos/hipaa/publications.htm in accordance with 45 CFR Section 164.520.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this BAA, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination of Agreement for Cause

a. In addition to the General Provisions (P-37) of the Agreement, the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a material breach by Business Associate of the Business Associate Agreement. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity.

(6) Miscellaneous

a. Definitions, Laws, and Regulatory References. All laws and regulations used,

Contractor Initials DS VT

Date 5/30/2025

herein, shall refer to those laws and regulations as amended from time to time. A reference in the Agreement, as amended to include this Business Associate Agreement, to a Section in HIPAA or 42 Part 2, means the Section as in effect or as amended.

b. **Change in law** - Covered Entity and Business Associate agree to take such action as is necessary from time to time for the Covered Entity and/or Business Associate to comply with the changes in the requirements of HIPAA, 42 CFR Part 2 other applicable federal and state law.

c. **Data Ownership** - The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. **Interpretation** - The parties agree that any ambiguity in the BAA and the Agreement shall be resolved to permit Covered Entity and the Business Associate to comply with HIPAA and 42 CFR Part 2.

e. **Segregation** - If any term or condition of this BAA or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this BAA are declared severable.

f. **Survival** - Provisions in this BAA regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the BAA in section (3) g. and (3) n.l., and the defense and indemnification provisions of the General Provisions (P-37) of the Agreement, shall survive the termination of the BAA.

IN WITNESS WHEREOF, the parties hereto have duly executed this Business Associate Agreement.

Department of Health and Human Services	clm
The State	Name of the Contractor
DocuSigned by: Katja S. Fox ED0D06B04C63442...	DocuSigned by: Vic Topo D4AA756C36AC46A...
Signature of Authorized Representative	Signature of Authorized Representative
Katja S. Fox	Vic Topo
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
5/30/2025	5/30/2025
Date	Date

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State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on April 17, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: **61791**

Certificate Number: **0006652336**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

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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 CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on January 30, 2020. 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: **835849**

Certificate Number: **0006652305**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2024.

David M. Scanlan

Secretary of State

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CERTIFICATE OF AUTHORITY

I, **Vernon Thomas**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of **The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management**. (Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **May 28, 2025**, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That **Vic Topo** (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of **The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management** to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority was **valid thirty (30) days prior to and remains valid for thirty (30)** days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: **May 28, 2025**

Vernon L. Thomas

Signature of Elected Officer
Name: Vernon Thomas
Title: Secretary, CLM Board of Directors

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MENTAHEA29

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Nicki Renaud
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: nicki.renaud@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Mental Health Center for Southern NH DBA CLM Center for Life Management
10 Tsienneto Rd
Derry, NH 03038

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:			PHPK2608103007	10/01/2024	10/01/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $1,000,000 $20,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY			PHPK2608100007	10/01/2024	10/01/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB ☐ CLAIMS-MADE ☐ DED X RETENTION $10000			PHUB883473012	10/01/2024	10/01/2025	EACH OCCURRENCE AGGREGATE	$5,000,000 $5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		R01936HCHS202501	01/01/2025	01/01/2026	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Professional Liab			PHPK2608103007	10/01/2024	10/01/2025	$1,000,000 Occurrence $3,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER

State of NH
Department of Health & Human Services
129 Pleasant St.
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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VACZP

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CLM Center for Life Management

MISSION STATEMENT

To promote the health and well-being of individuals, families and organizations. We accomplish this through professional, caring and comprehensive behavioral health care services and by partnering with other organizations that share our philosophy.

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years ended June 30, 2023 and 2022

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Years ended June 30, 2023 and 2022

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Wisehart, Wimette & Associates PLC
Certified Public Accountants

159 River Road
Essex Jct., VT 05452
T 802.879.1055
F 802.876.5020
wwa-cpa.com

Independent Auditor's Report

To the Board of Directors of
The Mental Health Center for Southern New Hampshire
d/b/a CLM Center for Life Management and Affiliate

Opinion

We have audited the accompanying consolidated financial statements of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate (a nonprofit organization), which comprise the consolidated statements of financial position as of June 30, 2023 and 2022, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate as of June 30, 2023 and 2022, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Consolidated financial statements section of our report. We are required to be independent of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Consolidated financial statements

Management is responsible for the preparation and fair presentation of the consolidated financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's ability to continue as a going concern within one year after the date that the consolidated financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Consolidated financial statements

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material

misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the consolidated financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the consolidated financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the consolidated financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying supplementary information on pages 21-27 is presented for purposes of additional analysis and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the consolidated financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 21, 2023, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations; contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control over financial reporting or on compliance. That report is an

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integral part of an audit performed in accordance with *Government Auditing Standards* in considering The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliate's internal control over financial reporting and compliance.

Change in Accounting Principle

As described in Note 1 of the financial statements, in 2022, the organization adopted Financial Accounting Standard Board's Accounting Standards Codification (ASC) 842, *Leases*. Our opinion is not modified with respect to this matter.

Wiseheart, Wimette & Assoc., PLC

Essex Junction, Vermont
Registration number VT092.0000684
December 21, 2023

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Financial Position
June 30, 2023 and 2022

ASSETS

	2023	2022
Current assets:		
Cash and cash equivalents	$ 7,011,086	$ 7,410,824
Restricted cash	390,538	344,429
Cash and cash equivalents and restricted cash	7,401,624	7,755,253
Accounts receivable, net	998,127	712,586
Other receivables	1,251,436	1,152,465
Prepaid expenses	191,843	380,861
Security deposit	30,949	18,687
Current portion of operating lease right of use asset	27,373	-
Total current assets	9,901,352	10,019,852
Property and equipment, net	3,486,795	3,650,371
Other assets		
Marketable securities	1,211,838	1,126,706
Operating lease right of use asset, less current portion	59,309	-
Interest rate swap agreement	73,150	24,211
Total assets	$ 14,732,444	$ 14,821,140

LIABILITIES AND NET ASSETS

Current liabilities:		
Current portion of long term debt	$ 113,571	$ 108,571
Current portion of operating lease payable	18,734	-
Accounts payable	67,447	31,894
Accrued payroll and payroll liabilities	397,919	267,960
Accrued vacation	579,905	492,262
Accrued expenses	117,533	138,522
Deferred revenue	-	840,015
Total current liabilities	1,295,109	1,879,224
Long term liabilities		
PMPM reserve	368,140	1,208,356
Operating lease payable, less current portion	46,282	-
Long term debt, less current portion	1,790,935	1,904,506
Total long term liabilities	2,205,357	3,112,862
Total liabilities	3,500,466	4,992,086
Net assets		
Without donor restrictions	10,841,440	9,484,625
With donor restrictions	390,538	344,429
Total net assets	11,231,978	9,829,054
Total liabilities and net assets	$ 14,732,444	$ 14,821,140

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Activities
Year ended June 30, 2023

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenues:			
Public support:			
Federal	$ 2,181,357	$ -	$ 2,181,357
State of New Hampshire - BBH	2,653,273	-	2,653,273
State and local funding	23,833	-	23,833
Other public support	108,504	135,287	243,791
Total public support	4,966,967	135,287	5,102,254
Revenues:			
Program service fees, net	22,559,656	-	22,559,656
Other service income	557,839	-	557,839
Rental income	5,826	-	5,826
Other	12,648	-	12,648
Total revenues	23,135,969	-	23,135,969
Total public support and revenues	28,102,936	135,287	28,238,223
Net assets released from restrictions:			
Satisfaction of program restrictions	89,178	(89,178)	-
Total	28,192,114	46,109	28,238,223
Operating expenses:			
BBH funded programs:			
Children	6,757,640	-	6,757,640
Collaborative Care	1,439,927	-	1,439,927
Elders	1,172,774	-	1,172,774
Supportive Employment	561,766	-	561,766
Adults Multi Service	7,224,022	-	7,224,022
Housing / Independent Living	3,530,181	-	3,530,181
Assertive Community Treatment	842,336	-	842,336
Acute Care	2,873,136	-	2,873,136
Non-BBH funded program services	833,365	-	833,365
Total program expenses	25,235,147	-	25,235,147
Administrative expenses	1,766,971	-	1,766,971
Total expenses	27,002,118	-	27,002,118
Change in net assets from operations	1,189,996	46,109	1,236,105
Non-operating revenue and expenses:			
Interest income	32,748	-	32,748
Investment income / (loss)	85,132	-	85,132
Fair value gain on interest rate swap	48,939	-	48,939
Change in net assets	1,356,815	46,109	1,402,924
Net assets, beginning of year	9,484,625	344,429	9,829,054
Net assets, end of year	$ 10,841,440	$ 390,538	$ 11,231,978

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Activities
Year ended June 30, 2022

	Without Donor Restrictions	With Donor Restrictions	Total
Public support and revenues:			
Public support:			
Federal	$ 1,662,135	$ -	$ 1,662,135
State of New Hampshire - BBH	1,809,457	-	1,809,457
State and local funding	5,200	-	5,200
Other public support	73,299	269,902	343,201
Total public support	3,550,091	269,902	3,819,993
Revenues:			
Program service fees, net	21,192,628	-	21,192,628
Other service income	467,731	-	467,731
Rental income	5,474	-	5,474
Other	19,815	-	19,815
Total revenues	21,685,648	-	21,685,648
Total public support and revenues	25,235,739	269,902	25,505,641
Net assets released from restrictions:			
Satisfaction of program restrictions	50,670	(50,670)	-
Total	25,286,409	219,232	25,505,641
Operating expenses:			
BBH funded programs:			
Children	6,185,534	-	6,185,534
Elders	566,122	-	566,122
Vocational	295,094	-	295,094
Multi-Service	6,547,224	-	6,547,224
Acute Care	2,219,141	-	2,219,141
Independent Living	3,430,087	-	3,430,087
Assertive Community Treatment	975,245	-	975,245
Non-Specialized Outpatient	489,366	-	489,366
Non-BBH funded program services	413,275	-	413,275
Total program expenses	21,121,088	-	21,121,088
Administrative expenses	1,592,532	-	1,592,532
Total expenses	22,713,620	-	22,713,620
Change in net assets from operations	2,572,789	219,232	2,792,021
Non-operating expenses:			
PPP Loan forgiveness	2,212,100	-	2,212,100
Loss on disposal of assets	(78,421)	-	(78,421)
Interest income	1,067	-	1,067
Investment income / (loss)	(173,294)	-	(173,294)
Fair value gain (loss) on interest rate swap	124,476	-	124,476
Change in net assets	4,658,717	219,232	4,877,949
Net assets, beginning of year	4,825,908	125,197	4,951,105
Net assets, end of year	$ 9,484,625	$ 344,429	$ 9,829,054

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Functional Expenses
Years ended June 30, 2023 and 2022

	2023			2022		
	Program Services	Administrative	Total	Program Services	Administrative	Total
Personnel costs:						
Salaries and wages	$ 16,922,166	$ 992,920	$ 17,915,086	$ 14,009,499	$ 823,809	$ 14,833,308
Employee benefits	2,816,948	187,245	3,004,193	2,702,974	105,415	2,808,389
Payroll taxes	1,217,703	68,690	1,286,393	985,374	54,883	1,040,257
Accounting/audit fees	8,952	66,722	75,674	79,915	18,460	98,375
Advertising	38,253	17,119	55,372	64,880	4,636	69,516
Conferences, conventions and meetings	50,782	4,754	55,536	40,514	15,664	56,178
Depreciation	313,342	19,005	332,347	244,858	37,552	282,410
Equipment maintenance	-	-	-	24,087	765	24,852
Equipment rental	32,935	632	33,567	41,624	995	42,619
Insurance	7,041	117,131	124,172	59,891	35,018	94,909
Interest expense	117,450	11,658	129,108	69,511	27,876	97,387
Legal fees	3,083	27,463	30,546	1,425	37,022	38,447
Membership dues	8,668	66,430	75,098	18,951	70,853	89,804
Occupancy expenses	2,117,045	36,486	2,153,531	1,430,197	56,937	1,487,134
Office expenses	521,486	46,888	568,374	288,208	71,203	359,411
Other expenses	75,731	7,422	83,153	43,269	41,320	84,589
Other professional fees	550,602	77,031	627,633	371,828	93,333	465,161
Program supplies	134,869	17,208	152,077	442,388	95,364	537,752
Travel	298,091	2,167	300,258	201,695	1,427	203,122
Total expenses	$ 25,235,147	$ 1,766,971	$ 27,002,118	$ 21,121,088	$ 1,592,532	$ 22,713,620

See notes to financial statements

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidated Statements of Cash Flows
Years ended June 30, 2023 and 2022

	2023	2022
Cash flows from operating activities:		
Increase (decrease) in net assets	$ 1,402,924	$ 4,877,949
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	332,347	282,410
Amortization of loan origination fees included in interest expense	18,930	18,930
Loss on disposal of assets	-	78,421
Investment (income) loss	(85,132)	173,294
PPP Loan forgiveness	-	(2,212,100)
Fair value (gain) loss on interest rate swap	(48,939)	(124,476)
Amortization of right of use asset in lease expense	22,811	-
(Increase) decrease in:		
Accounts receivable, net	(285,541)	(234,849)
Other receivables	(98,971)	(925,659)
Prepaid expenses	189,018	(259,538)
Security deposits	(12,262)	(7,600)
Increase (decrease) in:		
Accounts payable and accrued expenses	232,166	(34,487)
Deferred revenue	(840,015)	565,428
PMPM reserve	(840,216)	724,813
Net cash provided by operating activities	(12,880)	2,922,536
Cash flows from investing activities:		
Transfers to investments	-	(1,300,000)
Commitment fee paid for right of use asset	(30,000)	-
Purchases of property and equipment	(168,771)	(328,258)
Net cash used by investing activities	(198,771)	(1,628,258)
Cash flows from financing activities:		
Principal payments on lease liability	(14,477)	-
Net principal payments on long term debt	(127,501)	(122,500)
Net increase (decrease) in cash and cash equivalents	(353,629)	1,171,778
Cash and cash equivalents and restricted cash, beginning of year	7,755,253	6,583,475
Cash and cash equivalents and restricted cash, end of year	$ 7,401,624	$ 7,755,253

See notes to financial statements

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Note 1. Nature of organization

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management (the "Organization") is a not-for-profit corporation, organized under New Hampshire law to provide services in the areas of mental health and related non-mental health programs.

During 2006, the Center for Life Management Foundation (the "Foundation") was established to act for the benefit of, to carry out the functions of, and to assist the Organization. It is affiliated with The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management through common board members and management. In addition, the Organization is the sole member.

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation are collectively referred to the "Organization".

Basis of consolidation
The consolidated financial statements include the accounts of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and the Center for Life Management Foundation. All intercompany transactions have been eliminated in consolidation.

Note 2. Basis of accounting and summary of significant accounting policies

General
The significant accounting policies of the Organization are presented to assist in understanding the Organization's consolidated financial statements. The consolidated financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the consolidated financial statements.

Basis of accounting
The consolidated financial statements are prepared on the accrual basis of accounting. Under this basis, revenues, other than contributions, and expenses are reported when incurred, without regard to date of receipt or payment of cash. Contributions are reported in accordance with FASB Accounting Standards Codification ("ASC") *Accounting for Contributions Received and Contributions Made.*

Basis of presentation
The Organization's consolidated financial statements have been prepared in accordance with U.S. generally accepted accounting principles ("US GAAP"), which require the Organization to report information regarding its financial position and activities according to the following net asset classifications:

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Organization. These net assets may be used at the discretion of the Organization's management and the board of directors.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors, and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Organization or by the passage of time. Other donor restrictions are perpetual in nature, where by the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities.

At June 30, 2023 and 2022, the Organization had net assets without donor restrictions of $10,841,440 and $9,484,625, respectively and had net assets with donor restrictions of $390,538 and $344,429, respectively. See Note 8 for discussion regarding net assets with donor restrictions.

Use of estimates
Management uses estimates and assumptions in preparing these consolidated financial statements in accordance with generally accepted accounting principles. Those estimates and assumptions affect the reported amount of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenue and expenses. Actual results could vary from the estimates that were used.

Cash and cash equivalents
The Organization considers all highly liquid investments purchased with an original maturity of three months or less to be cash and cash equivalents.

Accounts receivable
Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management writes off accounts when they are deemed uncollectible and establishes an allowance for doubtful accounts for estimated uncollectible amounts. The Organization had an allowance for doubtful accounts of $217,379 and $274,041 as of June 30, 2023 and 2022, respectively. Refer to Note 3 for additional discussion of accounts receivable.

Property
Property is recorded at cost, except for donated assets which are recorded at estimated fair value at the date of donation. Depreciation is computed on the straight line basis over the estimated useful lives of the related assets as follows:

Buildings and improvements	15 – 40 years
Automobiles	3 – 15 years
Equipment	5 – 7 years

All equipment valued at $5,000 or more is capitalized. Expenditures for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized. Depreciation expense was $332,347 and $282,410 for the years ended June 30, 2023 and 2022, respectively.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

Investments
The Organization follows the Not-For-Profit Entities subtopic of the FASB Accounting Standards Codification with respect to investments. Under this subtopic, investments in marketable securities with readily determinable fair values and all investments in debt securities are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets.

Finance costs
Financing costs are recorded on the statement of position net of accumulated amortization. In accordance with generally accepted accounting principles, the unamortized financing costs are reported as a reduction in long term debt - see Note 7. The costs are amortized over the term of the respective financing arrangement.

Vacation pay and fringe benefits
Vacation pay is accrued and charged to programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on programs.

Deferred revenue
Amounts included in deferred revenue represent funds received in advance of expenditures incurred under the respective arrangement. The advances are recognized as revenue in the period the expenditure is incurred.

Fair value measurements and financial instruments
The Organization adopted FASB ASC 820, Fair Value Measurements and Disclosures, for assets and liabilities measured at fair value on a recurring basis. The codification established a common definition for fair value to be applied to existing generally accepted accounting principles that requires the use of fair value measurements, establishes a framework for measuring fair value, and expands disclosure about such fair value measurements.

FASB ASC 820 defines fair value as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Additionally, FASB ASC 820 requires the use of valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. These inputs are prioritized as follows:

- Level 1: Observable market inputs such as quoted prices (unadjusted) in active markets for identical assets or liabilities;
- Level 2: Observable market inputs, other than quoted prices in active markets, that are observable either directly or indirectly; and
- Level 3: Unobservable inputs where there is little or no market data, which require the reporting entity to develop its own assumptions.

The Organization's financial instruments consist primarily of cash, accounts receivables, accounts payable and accrued expenses. The carrying amount of the Organization's financial instruments approximates their fair value due to the short-term nature of such instruments. The carrying value of long-term debt approximates fair value due to their bearing interest at rates that approximate current market rates for notes with similar maturities and credit quality.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

The Organization's interest rate swap agreements are classified as level 2 in the hierarchy, as all significant inputs to the fair value measurement are directly observable, such as the underlying interest rate assumptions.

Third-party contractual arrangements
A significant portion of revenue is derived from services to patients insured by third-party payers. Reimbursements from Medicare, Medicaid, and other commercial payers are at defined service rates for services rendered to patients covered by these programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as an allowance when received. A provision for estimated contractual allowances is provided on outstanding patient receivables at the statement of financial position date.

Advertising expenses
The Organization expenses advertising costs as they are incurred.

Expense allocation
The costs of providing the various programs and other activities have been summarized on a functional basis in the statement of activities. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

Contributions
Contributions received are recorded as net assets without donor restrictions or net assets with donor restrictions, depending on the existence and/or nature of any donor-imposed restrictions. Contributions that are restricted by the donor are reported as an increase in net assets without donor restrictions if the restriction expires in the reporting period in which the contribution is recognized. All other donor restricted contributions are reported as an increase in net assets with donor restrictions, depending on the nature of restriction. When a restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the statements of activities as net assets released from restrictions.

Contributed property and equipment are recorded at fair value at the date of donation. Contributions with donor-imposed stipulations regarding how long the contributed assets must be used are recorded as net assets with donor restrictions; otherwise, the contributions are recorded as net assets without donor restrictions.

Interest rate swap
The Organization uses an interest rate swap to effectively convert the variable rate on its State Authority Bond to a fixed rate, as described in Note 12. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Income taxes
The Organization is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

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Note 2. Basis of accounting and summary of significant accounting policies (continued)

The Foundation is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. It is an organization that is organized and operated exclusively for the benefit of the Organization.

These consolidated financial statements follow FASB ASC, *Accounting for Uncertain Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return.

Accounting for Uncertain Income Taxes did not have a material impact on these consolidated financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its consolidated financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2020 through 2022 are subject to examination by the IRS, generally for three years after filing.

Leases

The Organization determines if an arrangement is or contains a lease at inception. Leases are included in right-of-use (ROU) assets and lease liabilities in the statement of financial position. ROU assets and lease liabilities reflect the present value of the future minimum lease payments over the lease term, and ROU assets also include prepaid or accrued rent, if applicable. Operating lease expense is recognized on a straight-line basis over the lease term. The Organization does not report ROU assets and leases liabilities for its short-term leases (leases with a term of 12 months or less). Instead, the lease payments of those leases are reported as lease expense on a straight-line basis over the lease term.

New Accounting Pronouncement

On July 1, 2022, the Organization adopted Accounting Standards Update (ASU) No. 2016-02, *Leases,* which requires lessees to recognize leases on the statement of financial position and disclose key information about leasing arrangements. The Organization elected not to restate the prior period. It also elected not to reassess at adoption (i) expired or existing contracts to determine whether they are or contain a lease, (ii) the lease classification of any existing leases, or (iii) initial direct costs for existing leases. As a result of implementing ASU No. 2016-02, the Organization recognized right-of-use assets of $109,493 and lease liabilities totaling $79,493 in its statement of financial position as of July 1, 2022. The adoption did not result in a significant effect on amounts reported in the statement of activities for the year ended June 30, 2023.

Subsequent events

The Organization has evaluated all subsequent events through December 21, 2023, the date the consolidated financial statements were available to be issued.

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Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2023			2022		
Accounts receivable	Receivable	Receivable Allowance	Net	Receivable	Receivable Allowance	Net
Clients	$ 234,629	$ (147,078)	$ 87,551	$ 280,322	$ (195,853)	$ 84,469
Insurance companies	284,713	(16,162)	268,551	261,142	(15,268)	245,874
Medicaid	132,229	(28,546)	103,683	272,096	(35,586)	236,510
Medicare	563,935	(25,593)	538,342	173,067	(27,334)	145,733
	$1,215,506	$ (217,379)	$ 998,127	$ 986,627	$ (274,041)	$ 712,586

Other receivables	2023	2022
NH Division of Mental Health	$ 1,124,288	$ 1,123,214
Contractual services / other receivables	127,148	29,251
	$ 1,251,436	$ 1,152,465

Note 4. Prepaids

Prepaids consists of the following at June 30:

	2023	2022
Prepaid insurance	$ 53,347	$ 283,855
Prepaid rents	138,496	97,006
	$ 191,843	$ 380,861

Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	2023	2022
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	$ 998,127	$ 712,586
Other receivables due from entities located in New Hampshire	$ 1,251,436	$ 1,152,465

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2023 and 2022, the Organization had approximately $6,980,000 and 7,360,000 in uninsured cash balances.

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Note 6. Property and equipment

Property and equipment consists of the following at June 30:

	2023	2022
Land	$ 565,000	$ 565,000
Buildings and improvements	4,049,000	4,006,985
Automobiles	45,685	45,685
Equipment	1,980,235	1,853,475
	6,639,920	6,471,145
Less: accumulated depreciation	(3,153,125)	(2,820,774)
Property and equipment, net	$ 3,486,795	$ 3,650,371

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	2023	2022
Series 2015 New Hampshire Health and Education Facilities Bond - Payable through 2036, original principal of $3,042,730, remarketed and sold to People's United Bank (now M&T) at a variable rate. Secured by land, building, equipment, and certain revenues, revenues. The note matures August 2025. The Organization has entered into an interest rate swap agreement to effectively fix the interest rate on the note. See Note 11.	$ 2,167,730	$ 2,295,230
Less: unamortized finance costs	(263,224)	(282,153)
Long term debt, less unamortized finance costs	1,904,506	2,013,077
Less: current portion of long term debt	(113,571)	(108,571)
Long term debt, less current portion	$ 1,790,935	$ 1,904,506

In 2017, the Organization retroactively adopted the requirements of FASB ASC 835-30 to present debt issuance costs as a reduction of the carrying amount of debt rather than as an asset.

Amortization of $18,930 and $18,962 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2023 and 2022, respectively.

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Note 7. Long term debt (continued)

Future maturities to long term debt are as follows:

Year ending June 30,	Long Term Debt Principal	Unamortized Finance Costs	Net
2024	$ 132,500	$ (18,929)	$ 113,571
2025	137,500	(18,929)	118,571
2026	142,500	(18,929)	123,571
2027	147,500	(18,929)	128,571
2028	152,500	(18,929)	133,571
Thereafter	1,455,230	(168,579)	1,286,651
Total	$ 2,167,730	$ (263,224)	$ 1,904,506

Note 8. Net assets with donor restrictions

Net assets with donor restrictions were restricted as to the following areas of support as follows at June 30,:

	2023	2022
Bishop's charitable assistance fund	$ 28,650	$ 5,000
Aging population funding	8,848	48,000
Homeless outreach	283,090	223,960
Access to care	34,796	36,031
Children's access	-	9,604
First Steps funds	8,701	9,352
Collaborative fund	250	4,750
Youth and Family Fund	22,800	-
Miscellaneous	3,403	7,732
	$ 390,538	$ 344,429

Note 9. Deferred revenue

Deferred revenue consists of the following at June 30,:

	2023	2022
HCBS ARPA Funds	$ -	$ 840,015

During the year ending June 30, 2022, the Organization received $840,015 in Home and Community Based Services funds which are funded through Section 9817 of the American Rescue Plan Act ("ARPA"). The funds are designed to enhance, expand, and strengthen certain Medicaid home and community based services (HCBS) and behavioral health services. As of June 30, 2022, none of the funds had been spent, however, they were spent in their entirety during the year ending June 30, 2023.

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Note 10. Paycheck protection program

On April 17, 2020, the Organization received $2,212,100 in loan proceeds under the Paycheck Protection Program ("PPP"). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act ("CARES Act"), provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business.

The loan was forgiven in full during August 2021, thus the Organization has no obligation to repay the funds received. Accordingly, the $2,212,100 in loan forgiveness is reported PPP loan forgiveness in the non-operating revenue and expenses in the consolidated statement of activities for the year ending June 30, 2022.

Note 11. Line of credit

As of June 30, 2023 and 2022, the Organization had a demand line of credit with M&T Bank with a borrowing capacity of $1,000,000 and $850,000, respectively. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime for an effective rate of 8.25% at June 30, 2023. The outstanding balance on the line at June 30, 2023 and 2022 was $0. respectively. The line of credit is secured by all business assets and real estate.

Note 12. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with M&T Bank that effectively fixes the interest rate on the outstanding principal of the Bank's term note at 3.045%.

Under the arrangement, the notional principal amount is the balance of the note, with the Organization receiving floating payments of one month London InterBank Offered rate ("LIBOR") plus .69% and paying a fixed rate of 3.045%.

The agreement matures August 2025 and has a notional amount of $2,167,730 and $2,295,230 at June 30, 2023 and 2022, respectively.

In accordance with generally accepted accounting principles, the interest rate swap agreement is recorded at its fair value as an asset or liability, with the changes in fair value being reported as a component of the change in net assets without donor restrictions. For the years ended June 30, 2023 and 2022, the Organization reported an interest rate swap asset / (liability) of $73,150 and $24,211 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of $48,939 and $124,476 and on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

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Note 13. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions and expenses totaled $211,830 and $196,967 for the years ended June 30, 2023 and 2022, respectively.

Note 14. Concentrations

For the years ended June 30, 2023 and 2022, the Organization received approximately 74% and 75%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Organization Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds and Federal funding, which are drawn as related expenses are incurred.

Note 15. Lease commitments

The Organization evaluated current contracts to determine which met the criteria of a lease. The right-of-use (ROU) assets represent the Organization's right to use underlying assets for the lease term, and the lease liabilities represent the Organization's obligation to make lease payments arising from these leases. The ROU assets and lease liabilities, all of which arise from operating leases, were calculated based on the present value of future lease payments over the lease terms. The Organization has made an accounting policy election to use it's incremental borrowing rate to discount future lease payments, which was 8.25% as of the lease commencement date.

The following summarizes the Organization's leasing:

- The Organization leases equipment under a leasing arrangement which expires August 2026. The agreement requires an initial $30,000 non-refundable deposit and monthly payments of $1,950 through the term. The lease resulted in a right of use asset and lease liability being recorded in the year ending June 30, 2023.

The following summarizes amounts in the financial statements associated with the lease during and as of June 30, 2023:

Statement of Financial Position:		
Current portion of operating lease right of use asset	$	27,373
Operating lease right of use asset, less current portion		59,309
Total operating lease right of use asset	$	86,682
Current portion of operating lease payable	$	18,734
Operating lease payable, less current portion		46,282
Total operating lease payable	$	65,016

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Note 15. Lease commitments (continued)

Statement of Functional Expenses:
The components of operating lease expenses that are included in rent costs in the statement of functional expenses were the following for the year ended June 30, 2023:

Amortization of right to use asset	$ 22,811
Interest paid on operating lease payable	5,023
Total operating lease expense	$ 27,834

The maturities of operating lease liabilities are the following:

Year ending June 30,	
2024	$ 23,400
2025	23,400
2026	23,400
2027	3,900
Total lease payments	74,100
Less: Present value discount	(9,084)
Total	$ 65,016

- The Organization leases facilities and equipment under various operating leases which are for periods of twelve months or less. In accordance with lease accounting, short-term leases (leases with a term of 12 months or less) are reported as lease expense on a straight-line basis over the lease term. Rent expense recorded under these arrangements was approximately $280,000 and $226,900 for the years ended June 30, 2023 and 2022, respectively.

Note 16. Investments and fair value measurements

The Organization reports its investments at fair value using Level 1 inputs. The following details the fair value at June 30, 2023:

	Cost	Unrealized Gain/(Loss)	Market Value	% of Total
Cash and equivalents	$ 15,975	$ -	$ 15,975	1%
Exchange Traded Funds	1,255,033	(75,143)	1,195,863	99%
Total investments	$ 1,271,008	$ (146,679)	$ 1,211,838	100%

The Organization reports its investments at fair value using Level 1 inputs. The following details the fair value at June 30, 2022:

	Cost	Unrealized Gain/(Loss)	Market Value	% of Total
Cash and equivalents	$ 17,032	$ -	$ 17,032	2%
Exchange Traded Funds	1,256,356	(146,679)	1,109,677	98%
Total investments	$ 1,273,388	$ (146,679)	$ 1,126,709	100%

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Note 16. Investments and fair value measurements (continued)

The following schedule summarizes the investment income and its classification in the statement of activities for the years ended June 30,:

	2023	2022
Realized gains/(losses)	$ (10,930)	$ (45,537)
Unrealized gains/(losses)	71,539	(146,679)
Interest and dividends	30,169	25,039
Fees and expenses	(5,646)	(6,117)
Investment income/(expense), net	$ 85,132	$(173,294)

Note 17. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

	2023	2022
Financial assets at year end:		
Cash and cash equivalents	$7,401,624	$7,755,253
Accounts receivable	998,127	712,586
Other receivable	1,251,436	1,152,465
Security deposit	30,949	18,687
Total financial assets	9,682,136	9,638,9991
Less amounts not available within one year:		
Restricted cash	(390,538)	(344,429)
Security deposit	(30,949)	(18,687)
Financial assets available to meet general Expenditures over the next twelve months	$9,260,649	$9,275,875

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

The Organization's primary source of liquidity is its cash and cash equivalents.

In addition to financial assets available to meet general expenditures within one year, the Organization operates with a budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

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SUPPLEMENTARY INFORMATION

Docusign Envelope ID: 93DCF674-26D9-4E30-9CF5-399B9B55E4D8

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Position
June 30, 2023

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 6,913,766	$ 97,320	$ 7,011,086	$ -	$ 7,011,086
Restricted cash	-	390,538	390,538	-	390,538
Accounts receivable, net	998,127	-	998,127		998,127
Other receivables	1,251,436	-	1,251,436	-	1,251,436
Prepaid expenses	190,843	1,000	191,843	-	191,843
Security deposit	30,949	-	30,949	-	30,949
Current portion of operating lease right of use asset	27,373	-	27,373	-	27,373
Due from affiliate	15,167	-	15,167	(15,167)	-
Total current assets	9,427,661	488,858	9,916,519	(15,167)	9,901,352
Property and equipment, net	3,486,795	-	3,486,795	-	3,486,795
Other assets:					
Marketable securities	1,211,838	-	1,211,838	-	1,211,838
Operating lease right of use asset, less current portion	59,309	-	59,309	-	59,309
Interest rate swap agreement	73,150	-	73,150	-	73,150
Total assets	$ 14,258,753	$ 488,858	$ 14,747,611	$ (15,167)	$ 14,732,444
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	$ 113,571	$ -	$ 113,571	$ -	$ 113,571
Current portion of operating lease payable	18,734	-	18,734	-	18,734
Accounts payable	64,678	2,769	67,447	-	67,447
Accrued payroll and payroll liabilities	397,919	-	397,919	-	397,919
Accrued vacation	579,905	-	579,905	-	579,905
Accrued expenses	117,533	-	117,533	-	117,533
Due to affiliate	-	15,167	15,167	(15,167)	-
Total current liabilities	1,292,340	17,936	1,310,276	(15,167)	1,295,109
Long term liabilities:					
Interest rate swap agreement	-	-	-	-	-
PMPM reserve	368,140	-	368,140	-	368,140
Operating lease payable, less current portion	46,282	-	46,282	-	46,282
Long-term-debt less current portion	1,790,935	-	1,790,935	-	1,790,935
Total long term liabilities	2,205,357	-	2,205,357	-	2,205,357
Total liabilities	3,497,697	17,936	3,515,633	(15,167)	3,500,466
Net assets:					
Without donor restrictions	10,761,056	80,384	10,841,440	-	10,841,440
With donor restrictions	-	390,538	390,538	-	390,538
Total net assets	10,761,056	470,922	11,231,978	-	11,231,978
Total liabilities and net assets	$ 14,258,753	$ 488,858	$ 14,747,611	$ (15,167)	$ 14,732,444

See Independent Auditor's Report

Docusign Envelope ID: 93DCF674-26D9-4E30-9CF5-399B9B55E4D8

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Position
June 30, 2022

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 7,248,382	$ 162,442	$ 7,410,824	$ -	$ 7,410,824
Restricted cash	-	344,429	344,429	-	344,429
Accounts receivable, net	712,586	-	712,586	-	712,586
Other receivables	1,152,465	-	1,152,465	-	1,152,465
Prepaid expenses	380,861	-	380,861	-	380,861
Security deposit	18,687	-	18,687	-	18,687
Due from affiliate	211	-	211	(211)	-
Total current assets	9,513,192	506,871	10,020,063	(211)	10,019,852
Property and equipment, net	3,650,371	-	3,650,371	-	3,650,371
Other assets					
Marketable securities	1,126,706	-	1,126,706	-	1,126,706
Interest rate swap agreement	24,211	-	24,211	-	24,211
Total assets	$ 14,314,480	$ 506,871	$ 14,821,351	$ (211)	$ 14,821,140
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	$ 108,571	$ -	$ 108,571	$ -	$ 108,571
Accounts payable	31,894	-	31,894	-	31,894
Accrued payroll and payroll liabilities	267,960	-	267,960	-	267,960
Accrued vacation	492,262	-	492,262	-	492,262
Accrued expenses	138,522	-	138,522	-	138,522
Deferred revenue	840,015	-	840,015	-	840,015
Due to affiliate	-	211	211	(211)	-
Total current liabilities	1,879,224	211	1,879,435	(211)	1,879,224
Long term liabilities					
Interest rate swap agreement	-	-	-	-	-
PMPM reserve	1,208,356	-	1,208,356	-	1,208,356
Long-term-debt less current portion	1,904,506	-	1,904,506	-	1,904,506
Total long term liabilities	3,112,862	-	3,112,862	-	3,112,862
Total liabilities	4,992,086	211	4,992,297	(211)	4,992,086
Net assets:					
Without donor restrictions	9,322,394	162,231	9,484,625	-	9,484,625
With donor restrictions	-	344,429	344,429	-	344,429
Total net assets	9,322,394	506,660	9,829,054	-	9,829,054
Total liabilties and net assets	$ 14,314,480	$ 506,871	$ 14,821,351	$ (211)	$ 14,821,140

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Activities
For the Year Ended June 30, 2023

	Center for Life Management	CLM Foundation Without Donor Restrictions	CLM Foundation With Donor Restrictions	CLM Foundation Total	Total	Eliminations	Consolidated
Public support and revenues:							
Public support:							
Federal	$ 2,181,357	$ -	$ -	$ -	$ 2,181,357	$ -	$ 2,181,357
State of New Hampshire - BBH	2,653,273	-	-	-	2,653,273	-	2,653,273
State and local funding	23,833	-	-	-	23,833	-	23,833
Other public support	75,802	76,095	135,287	211,382	287,184	(43,393)	243,791
Total public support	4,934,265	76,095	135,287	211,382	5,145,647	(43,393)	5,102,254
Revenues:							
Program service fees, net	22,559,656	-	-	-	22,559,656	-	22,559,656
Other service income	557,839	-	-	-	557,839	-	557,839
Rental income	5,826	-	-	-	5,826	-	5,826
Other	7,083	5,565	-	5,565	12,648	-	12,648
Total revenues	23,130,404	5,565	-	5,565	23,135,969	-	23,135,969
Total public support and revenues	28,064,669	81,660	135,287	216,947	28,281,616	(43,393)	28,238,223
Net assets released from restrictions:							
Satisfaction of program restrictions	-	89,178	(89,178)	-	-	-	-
Total	28,064,669	170,838	46,109	216,947	28,281,616	(43,393)	28,238,223
Operating expenses:							
BBH funded programs:							
Children	6,757,640	-	-	-	6,757,640	-	6,757,640
Collaborative Care	1,439,927	-	-	-	1,439,927	-	1,439,927
Elders	1,172,774	-	-	-	1,172,774	-	1,172,774
Supportive Employment	561,766	-	-	-	561,766	-	561,766
Adults Multi Service	7,224,022	-	-	-	7,224,022	-	7,224,022
Housing / Independent Living	3,530,181	-	-	-	3,530,181	-	3,530,181
Assertive Community Treatment	842,336	-	-	-	842,336	-	842,336
Acute Care	2,873,136	-	-	-	2,873,136	-	2,873,136
Non-BBH funded program services	624,073	219,732	-	219,732	843,805	(10,440)	833,365
Contributions	-	32,953	-	32,953	32,953	(32,953)	-
Total program expenses	25,025,855	252,685	-	252,685	25,278,540	(43,393)	25,235,147
Administrative expenses	1,766,971	-	-	-	1,766,971	-	1,766,971
Total expenses	26,792,826	252,685	-	252,685	27,045,511	(43,393)	27,002,118
Change in net assets from operations	1,271,843	(81,847)	46,109	(35,738)	1,236,105	-	1,236,105
Non-operating revenue and expenses:							
Interest income	32,748	-	-	-	32,748	-	32,748
Investment income / (loss)	85,132	-	-	-	85,132	-	85,132
Fair value gain on interest rate swap	48,939	-	-	-	48,939	-	48,939
Change in net assets	1,438,662	(81,847)	46,109	(35,738)	1,402,924	-	1,402,924
Net assets, beginning of year	9,322,394	162,231	344,429	506,660	9,829,054	-	9,829,054
Net assets, end of year	$ 10,761,056	$ 80,384	$ 390,538	$ 470,922	$ 11,231,978	$ -	$ 11,231,978

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Activities
For the Year Ended June 30, 2022

	Center for Life Management	CLM Foundation Without Donor Restrictions	CLM Foundation With Donor Restrictions	CLM Foundation Total	Total	Eliminations	Consolidated
Public support and revenues:							
Public support:							
Federal	$ 1,662,135	$ -	$ -	$ -	$ 1,662,135	$ -	$ 1,662,135
State of New Hampshire - BBH	1,809,457	-	-	-	1,809,457	-	1,809,457
State and local funding	5,200	-	-	-	5,200	-	5,200
Other public support	18,542	54,757	269,902	324,659	343,201	-	343,201
Total public support	3,495,334	54,757	269,902	324,659	3,819,993	-	3,819,993
Revenues:							
Program service fees, net	21,192,628	-	-	-	21,192,628	-	21,192,628
Other service income	467,731	-	-	-	467,731	-	467,731
Rental income	5,474	-	-	-	5,474	-	5,474
Other	30,488	-	-	-	30,488	(10,673)	19,815
Total revenues	21,696,321	-	-	-	21,696,321	(10,673)	21,685,648
Total public support and revenues	25,191,655	54,757	269,902	324,659	25,516,314	(10,673)	25,505,641
Net assets released from restrictions:							
Satisfaction of program restrictions	-	50,670	(50,670)	-	-	-	-
Total	25,191,655	105,427	219,232	324,659	25,516,314	(10,673)	25,505,641
Operating expenses:							
BBH funded programs:							
Children	6,185,534	-	-	-	6,185,534	-	6,185,534
Elders	566,122	-	-	-	566,122	-	566,122
Vocational	295,094	-	-	-	295,094	-	295,094
Multi-Service	6,547,224	-	-	-	6,547,224	-	6,547,224
Acute Care	2,219,141	-	-	-	2,219,141	-	2,219,141
Independent Living	3,430,087	-	-	-	3,430,087	-	3,430,087
Assertive Community Treatment	975,245	-	-	-	975,245	-	975,245
Non-Specialized Outpatient	489,366	-	-	-	489,366	-	489,366
Non-BBH funded program services	335,920	77,355	-	77,355	413,275	-	413,275
Contributions	-	10,673	-	10,673	10,673	(10,673)	-
Total program expenses	21,043,733	88,028	-	88,028	21,131,761	(10,673)	21,121,088
Administrative expenses	1,592,532	-	-	-	1,592,532	-	1,592,532
Total expenses	22,636,265	88,028	-	88,028	22,724,293	(10,673)	22,713,620
Change in net assets from operations	2,555,390	17,399	219,232	236,631	2,792,021	-	2,792,021
Non-operating revenue and expenses:							
PPP Loan forgiveness	2,212,100	-	-	-	2,212,100	-	2,212,100
Loss on disposal of assets	(78,421)	-	-	-	(78,421)	-	(78,421)
Interest income	1,067	-	-	-	1,067	-	1,067
Investment income / (loss)	(173,294)	-	-	-	(173,294)	-	(173,294)
Fair value gain on interest rate swap	124,476	-	-	-	124,476	-	124,476
Change in net assets	4,641,318	17,399	219,232	236,631	4,877,949	-	4,877,949
Net assets, beginning of year	4,681,076	144,832	125,197	270,029	4,951,105	-	4,951,105
Net assets, end of year	$ 9,322,394	$ 162,231	$ 344,429	$ 506,660	$ 9,829,054	$ -	$ 9,829,054

See Independent Auditor's Report

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Analysis of Accounts Receivable
For the Year Ended June 30, 2023

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	$ 280,322	$ 800,353	$ (453,673)	$ (392,373)	$ -	$ 234,629
Insurance companies	261,142	4,122,394	(1,910,660)	(2,188,163)	-	284,713
Medicaid	272,096	21,080,339	(775,002)	(20,445,204)	-	132,229
Medicare	173,067	944,798	(309,592)	(244,338)	-	563,935
Allowance	(274,041)	-	-	-	56,662	(217,379)
Total	$ 712,586	$ 26,947,884	$ (3,448,927)	$ (23,270,078)	$ 56,662	$ 998,127

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Revenues and Expenses
For the Year Ended June 30, 2023

	Children	Collaborative Care	Elders	Supportive Employment	Adults Multi Service	Housing / Independent Living	Assertive Community Treatment	Acute Care	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Public support and revenues:												
Public support:												
Federal	$ 322,159	$ 66,134	$ -	$ 102,453	$ 452,050	$ 1,066,170	$ 86,589	$ 85,802	$ -	2,181,357	$ -	$ 2,181,357
State of New Hampshire - BBH	146,464	-	-	-	104,104	720,165	237,501	1,445,039	-	2,653,273	-	2,653,273
State and local funding	-	15,833	-	-	8,000	-	-	-	-	23,833	-	23,833
Other public support	8,000	(404)	42,167	1,354	18,743	94	5,475	323	-	75,752	50	75,802
Total public support	476,623	81,563	42,167	103,807	582,897	1,786,429	329,565	1,531,164	-	4,934,215	50	4,934,265
Revenues:												
Program service fees, net	8,651,894	1,126,374	1,164,694	562,360	7,401,896	1,387,063	908,326	895,127	461,922	22,559,656	-	22,559,656
Other service income	251,495	135,480	36,960	-	102,193	25	3,971	993	26,722	557,839	-	557,839
Rental income	-	-	-	-	-	-	-	-	-	-	5,826	5,826
Other	-	35	-	-	1,851	-	-	1	-	1,887	5,196	7,083
Total revenues	8,903,389	1,261,889	1,201,654	562,360	7,505,940	1,387,088	912,297	896,121	488,644	23,119,382	11,022	23,130,404
Total public support and revenues	9,380,012	1,343,452	1,243,821	666,167	8,088,837	3,173,517	1,241,862	2,427,285	488,644	28,053,597	11,072	28,064,669
Total expenses	6,757,640	1,439,927	1,172,774	561,766	7,224,022	3,530,181	842,336	2,873,136	624,073	25,025,855	1,766,971	26,792,826
Change in net assets from operations	2,622,372	(96,475)	71,047	104,401	864,815	(356,664)	399,526	(445,851)	(135,429)	3,027,742	(1,755,899)	1,271,843
Non-operating revenue and expenses:												
Interest income	-	-	-	-	-	-	-	-	-	-	32,841	32,841
Investment income / (loss)	-	-	-	-	-	-	-	-	-	-	85,039	85,039
Fair value gain on interest rate swap	-	-	-	-	-	-	-	-	-	-	48,939	48,939
Total non-operating	-	-	-	-	-	-	-	-	-	-	166,819	166,819
Change in net assets	$ 2,622,372	$ (96,475)	$ 71,047	$ 104,401	$ 864,815	$ (356,664)	$ 399,526	$ (445,851)	$ (135,429)	$ 3,027,742	$ (1,589,080)	$ 1,438,662

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THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT
Schedule of Program Expenses
For the Year Ended June 30, 2023

	Children	Collaborative Care	Elders	Supportive Employment	Adults Multi Service	Housing / Independent Living	Assertive Community Treatment	Acute Care	Other Non-BBH	Program Services	Admin-istrative	Total Agency
Personnel costs:												
Salaries and wages	$ 4,791,689	$ 984,255	$ 887,279	$ 401,858	$ 5,232,432	$ 1,425,516	$ 558,726	$ 2,229,314	$ 358,588	$ 16,869,657	$ 992,920	$ 17,862,577
Employee benefits	797,942	179,715	173,675	75,222	851,241	321,752	142,612	230,188	44,601	2,816,948	187,245	3,004,193
Payroll taxes	346,616	71,157	62,796	29,911	374,141	101,824	39,135	163,520	24,631	1,213,731	68,690	1,282,421
Accounting/audit fees	2,491	506	93	234	2,958	1,051	297	1,057	265	8,952	66,722	75,674
Advertising	-	6,850	-	-	-	-	-	380	27,169	34,399	17,119	51,518
Conferences, conventions and meetings	11,557	2,825	-	140	24,287	1,078	60	4,532	1,382	45,861	4,754	50,615
Depreciation	105,495	30,598	6,568	4,430	87,657	27,242	9,523	32,968	8,861	313,342	19,005	332,347
Equipment rental	10,061	2,248	435	822	11,110	3,788	1,092	3,950	(571)	32,935	632	33,567
Insurance	1,000	-	600	-	2,001	-	1,680	1,560	200	7,041	117,131	124,172
Interest expense	36,824	12,818	2,900	274	21,828	3,598	1,560	7,268	30,380	117,450	11,658	129,108
Legal fees	-	-	-	-	398	-	2,685	-	-	3,083	27,463	30,546
Membership dues	566	290	-	339	7,040	88	10	260	75	8,668	66,430	75,098
Occupancy expenses	222,484	61,087	13,020	11,446	198,964	1,481,221	18,390	69,068	19,481	2,095,161	36,486	2,131,647
Office expenses	156,326	36,027	13,494	11,310	153,220	60,518	17,234	54,487	15,578	518,194	46,888	565,082
Other expenses	17	-	118	-	1,016	4,832	146	300	-	6,429	7,422	13,851
Other professional fees	156,972	38,678	8,666	10,303	159,295	55,218	14,918	55,872	18,379	518,301	77,031	595,332
Program supplies	13,499	344	-	31	12,148	7,412	1,867	11,332	73,604	120,237	17,208	137,445
Travel	104,101	12,529	3,130	15,446	84,286	35,043	32,401	7,080	1,450	295,466	2,167	297,633
Total expenses	$ 6,757,640	$ 1,439,927	$ 1,172,774	$ 561,766	$ 7,224,022	$ 3,530,181	$ 842,336	$ 2,873,136	$ 624,073	$ 25,025,855	$ 1,766,971	$ 26,792,826

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CLM Center for Life Management

BOARD OF DIRECTORS

Name/Position	[redacted]	[redacted]
Maria Gudinas Chairperson	[redacted]	[redacted]
David Hebert Vice Chair	[redacted]	[redacted]
Joseph Crawford Secretary	[redacted]	[redacted]
Michael Delahanty Treasurer	[redacted]	[redacted]
Vic Topo President & CEO	[redacted]	[redacted]
Vernon Thomas	[redacted]	[redacted]
Rebecca Sanborn	[redacted]	
David McPherson	[redacted]	
Susan Davis	[redacted]	
Chris Kotulak	[redacted]	
Katie Resmini	[redacted]	
Adam Burch	[redacted]	

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KENNETH M. BROWN, M.D.,M.P.H.

EDUCATION

1994-1996	Child and Adolescent Psychiatry Fellowship University of Miami/ Jackson Memorial Hospital
1991-1994	Psychiatry Residency Medical University of South Carolina Institute of Psychiatry Charleston, South Carolina
1987-1992	Doctor of Medicine Tulane University School of Medicine Tulane Medical Center Charity Hospital New Orleans, Louisiana
1987-1991	Masters of Public Health Tulane University School of Tropical Medicine and Public Health New Orleans, Louisiana
1983-1987	Bachelor of Science Engineering Major: Biomedical Engineering Tulane University School of Engineering
1985-1986	Tulane University Honor Scholar Junior Year Abroad Major: Engineering University of Southampton Southampton, England

EMPLOYMENT

2000-Present	Medical Director Hampstead Hospital Hampstead, New Hampshire
1996-2000	Chief, Child and Adolescent Psychiatrist Hampstead Hospital Hampstead, New Hampshire

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EMPLOYMENT (cont.)

1996-Present Solo Private Practice (Inpatient and Outpatient)
Child, Adolescent and Adult Psychotherapy and Psychopharmacology
Hampstead Hospital
218 East Road
Hampstead, New Hampshire

1997-2000 Child and Adolescent Psychiatrist
Center for Life Management
Community Mental Health Center
Derry, New Hampshire

1991-1994 Court Appointed Expert Witness
Court Appointed Designated Examiner
Charleston County Court

1993-1994 Treating Psychiatrist
South Carolina Department of Mental Health
Dual Diagnoses Community Mental Health Clinic
Charleston, South Carolina

ACADEMIC AFFILIATIONS

1999-Present Adjunct Professor in Clinical Research
Dartmouth University
Hanover, New Hampshire

RESEARCH

2001-2003 Sub-investigator
Access Clinical Trials

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Patients with Bipolar Disorder.
Shire Laboratories

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Lithium Failure Patients with Bipolar Disorder.
Shire Laboratories

A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary Efficacy of Flutamide Compared to Placebo in Patients with Anorexia. Nervosa
Vela Pharmaceuticals Inc.

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RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics.
Corcept Therapeutics, Inc.

Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia
Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.
Bristol-Myers Squibb Pharmaceutical Research Institute

PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression
Daviss, Bentivoglio, Racusin, Brown, et al.,
J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression
Bostic J.Q., Prince J., Brown K., Place S.
Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.
Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S.
Psychopharmacoogy Bulletin 2002; 36: 100-107

2001 Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.
Presented at the Annual Meeting of the American Psychiatric Association,
New Orleans, LA 5/9/2001

2001 Citalopram in Adolescents with Mood and Anxiety Disorders.
Presented at the Annual Meeting of NCDEU,
Phoenix, AZ 5/29/2001

2001 Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.
Presented at the Annual Meeting of the American Psychiatric Association 2001
Institute on Psychiatric Services,
Orlando, FL 10/11/2001

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HONORS AND OFFICES HELD

ACADEMIC AWARDS AND OFFICES

--Golden Apple Award for Excellence in teaching medical students
--Residency Education Committee representative
--Vice President Tulane Medical School Class of 1991
--President Jewish Medical Student Organization

ACADEMIC AWARDS AND OFFICES (cont.)

--Tau Beta Pi (engineering honor society)
--Alpha Eta Mu Beta (biomedical engineering honor society)
--Alpha Epsilon Delta (premedical honor society)
--Honor Scholar Junior Year Abroad Program

SOCIETY MEMBERSHIPS

--American Medical Association
--American Psychiatry Association
--American Academy of Child and Adolescent Psychiatry
--New Hampshire Medical Association
--New Hampshire Psychiatry Association
--New England Society of Child and Adolescent Psychiatry

CERTIFICATIONS

--Board Certified General Psychiatry
American Board of Psychiatry and Neurology, #43597
--Board Eligible, Child and Adolescent Psychiatry

LICENSES

--New Hampshire, Maine, South Carolina, Florida, Louisiana

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VICTOR TOPO

[redacted]

President/Chief Executive Officer

Successful 32-year career as clinician, manager and CEO in community mental health organizations located in Ohio and New Hampshire. Proven ability to lead board and staff with a persistent focus on mission and achieving results. Talent for exploring new and innovative approaches to delivering traditional and non-traditional behavioral health care. Possess wide range of knowledge and experience with all service populations, especially vulnerable persons at high risk. Strengths include:

- Operations
- Reorganization and reinvention
- Team building and leadership
- Strategic planning
- Collaboration
- Strategic partnerships
- Strong relationship with funders
- Community building
- Innovation

Professional Experience

Center for Life Management – Derry, NH **1999 – Present**
President/Chief Executive Officer

Recruited to manage 501(c) 3 comprehensive community mental health center and its title holding 501(c) 2 corporation, entitled West Rock Endowment Association including two residential facilities.

Key results:

- Restructured senior management increasing direct reports from three to six.
- Revenues increased from 6.5 million to 22 million leading to financial sustainability.
- Established closer connection with surrounding community utilizing aggressive public relations strategy while also rebranding CLM in 2004.
- Guided Board of Directors towards more accountability including higher expectation from management and individual board members.
- Initiated and implemented Corporate Compliance Program, including selection of corporate compliance officer
- Increased year after year number of persons served starting with 3,400 to nearly 6,000.
- Created and implemented strategy to integrate behavioral health care with physician healthcare. Integrated behavioral health services into two Primary Care/Pediatric Practices and two Specialty Practices in Southern New Hampshire.
- Consolidated outpatient offices toward design and construction of new state of the art 26,000 square foot facility in 2007. Received national awards for design and use of new facility.
- Provided leadership and vision to oversee the development and implementation of an Electronic Health Record (EHR) called webAISCE. Software now includes e-prescribing and has begun acquiring Meaningful Use dollars with regular upgrades over course of twenty years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.
-

Pathways, Inc. – Mentor, OH **1988 - 1999**
Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of $486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

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Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from $38,000 in 1989 to $431,210 in 1997.

Community Counseling Center – Ashtabula, OH **1983-1988**
Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

EDUCATION

Master of Social Work (MSW)
West Virginia University, Morgantown, WV

Bachelor of Arts (BA)
Siena College, Londonville, NY

Associate of Applied Science (AAS)
Fulton-Montgomery Community College, Johnstown, NY

BOARD/LEADERSHIP POSITIONS

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair
Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Behavioral Health Network – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -
Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001

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Steve Arnault

Objective

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

Professional Experience

Lead — **Healthcare Systems Align, LLC**, Nottingham, NH — 1/2010 – Present

Healthcare Systems Align.com

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance — **Center for Life Management**, Derry, NH — 1/2009 - Present
www.centerforlifemanagement.org

- Senior management position in mental health center serving 6000 consumers Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health Services — **Portsmouth Regional Hospital**, Portsmouth, NH — 1/2006 - 12/2009

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10. 5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

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Steve Arnault

Assistant Director of Behavioral Health Services — Portsmouth Regional Hospital, Portsmouth, NH — 4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services — Community Partners; Dover, NH — 11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 mangers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Community Support Prog. — Riverbend Community Mental Health Ctr, Concord, NH — 9/2000 – 11/2001

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team Coordinator — Riverbend Community Mental Health Ctr, Concord, NH — 8/1996 – 9/2000

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader — Strafford Guidance Center; Dover, NH — 1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager — Strafford Guidance Center; Dover, NH — 1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

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603.965.0678

Steve Arnault

Assistant Director / Behavioral Specialist — Residential Resources; Keene, NH — 1/1989 – 1/1992

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist / Clinical Supervisor — The Center for Humanistic Change Manchester, NH — 8/1986 – 1/1989

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager — Greater Lawrence Psychological Center Lawrence, MA — 6/1984 – 8/1986

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

Teaching & Educational Experience

Adjunct Faculty — New England College; Henniker, NH www.nec.edu — 9/1994 - Present

- Teach graduate and undergraduate courses in psychology, counseling., program development and evaluation

Director of Masters Degree Program in Mental Health Counseling — New England College; Henniker, NH — 1/1998 – 3/2002

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant — New England College; Henniker, NH — Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

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DIANA LACHAPELLE, CPA

[redacted]

Strategically focused leader with extensive operations, accounting and financial management experience. Possesses keen business acumen and decision making skill. Proven track record of working collaboratively and driving change to optimize profitability.

Core Qualifications

- Strategic Planning
- Revenue Cycle Management
- Financial Reporting & Analysis
- SOX Compliance
- Budgeting & Forecasting
- Contract Negotiations
- Internal Controls
- Audit
- Labor Management

PROFESSIONAL EXPERIENCE

VICE PRESIDENT – CHIEF FINANCIAL OFFICER

The Mental Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

CHIEF EXECUTIVE OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President. Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction.

CONTROLLER/CHIEF FINANCIAL OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

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Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

CPA SERVICES
Diana C. Lachapelle, CPA, Bedford, NH 2003-2011
Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING
Timberland Corporation, Stratham, NH 1996-1999

- Responsible for all financial aspects of this $550 million manufacturing and sourcing operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by $6.9 million.

FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP
Nashua Corporation, Nashua, NH 1993-1996

AUDITOR
Ernst & Young, Manchester, NH 1989-1992

EDUCATION & CERTIFICATION

Bachelor of Science in Business Administration, University of New Hampshire, Durham
Certified Public Accountant, State of New Hampshire
Member of the American College of Healthcare Executives and Healthcare Financial Management Association

SYSTEM EXPERIENCE

Oracle Enterprise Performance Management System, Oracle PeopleSoft, Hyperion, Cerner EMR and reporting, E-Time, Attendance Enterprise, Microsoft Office Suite, Ariba Contract Management, Maven, Beacon, Tableau

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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: **The Mental Health Center for Southern New Hampshire DBA Center for Life Management**

NAME	JOB TITLE	ANNUAL AMOUNT PAID FROM THIS CONTRACT	ANNUAL SALARY
Kenneth Brown, MD	Medical Director	$0.00	$353,038.40
Vic Topo	President & CEO	$0.00	$223,334.28
Steve Arnault	VP, Chief Operating Officer	$0.00	$185,000.14
Diana Lachapelle	VP, Chief Financial Officer	$0.00	$187,387.72