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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Commissioner

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May 23, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to continue providing community mental health services, including statewide mobile crisis services, by exercising contract renewal options by increasing the total price limitation by $45,682,548 from $43,761,925 to $89,444,473 and by extending the completion dates from June 30, 2025 to June 30, 2027, effective July 1, 2025, upon Governor and Council approval. 2.06% Federal Funds. 97.72% General Funds. 0.22% Other Funds (Behavioral Health Services Information System (BHSIS)).

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

| Contractor Name | Vendor Code | Area Served | Current Amount | Increase (Decrease) | Shared Price Limitation | Revised Amount | G&C Approval |
|---|---|---|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | $3,441,808 | $492,206 | $7,299,866 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | $3,278,540 | | $6,844,174 | O: 6/14/23 (Item #31)<br>A1:6/12/24 (Item #5A)<br>A2: 3/26/25 (Item #5B) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | $4,242,540 | | $8,785,602 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B): |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | $4,957,410 | | $10,424,166 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B) |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | $3,052,728 | | $6,264,979 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | $6,375,316 | | $13,238,716 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B) |
| The Mental Health Center of Greater Manchester<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | $6,809,856 | | $13,964,475 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | $3,852,538 | | $7,863,517 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | $3,668,350 | | $7,212,701 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-B001 | Region 10 | $5,972,669 | $5,511,256 | | $11,976,131 | O: 6/14/23 (Item #31)<br>A1: 3/26/25 (Item #5B) |
| | | **Total:** | **$43,761,925** | **$45,190,342** | **$492,206** | **$89,444,473** | |

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

The purpose of this request is to exercise available contract renewal options with the ten (10) Community Mental Health Centers to continue providing community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. Services provided include crisis services, including mobile crisis response and crisis stabilization, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, peer services, Assertive Community Treatment, Wraparound services for children, supported housing, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility.

Contract funds enable service delivery to individuals not otherwise covered by Medicaid who are uninsured or under-insured as required in State Regulations. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Amanda D. Settlement Agreement (CMHA).

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

Approximately 40,100 individuals will be served annually.

The Department will continue to monitor services by:

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

As referenced in Exhibit A, Revisions to Standard Agreement Provisions, of the original 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. The Department is exercising its option to renew services for two (2) of the four (4) years available.

Should the Governor and Council not authorize this request, approximately 28,700 adults, and 11,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.958, FAIN # B09SM089640; FAIN # B09SM090358; Assistance Listing Number #93.043, FAIN #2101NHOAPH; Assistance Listing Number #93.959, FAIN # B08TI087053, FAIN # B08TI088120.

Respectfully submitted,

Lori A. Weaver
Commissioner

Attachment A
Financial Details

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

Northern Human Services (Vendor Code 177222-B004.)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,174,625 | $1,174,625 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $181,406 | $181,406 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,174,625 | $1,174,625 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $181,406 | $181,406 |
| | | | *Subtotal* | $2,349,250 | $2,712,062 | $5,061,312 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,041,563 | $1,041,563 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $181,406 | $181,406 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,041,563 | $1,041,563 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $181,406 | $181,406 |
| | | | *Subtotal* | $2,255,526 | $2,445,938 | $4,701,464 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,513,563 | $1,513,563 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $185,406 | $185,406 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,513,563 | $1,513,563 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $185,406 | $185,406 |
| | | | *Subtotal* | $3,177,126 | $3,397,938 | $6,575,064 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,393,551 | $1,393,551 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $277,858 | $277,858 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,393,551 | $1,393,551 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $277,858 | $277,858 |
| | | | *Subtotal* | $3,073,102 | $3,342,818 | $6,415,920 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $919,625 | $919,625 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $181,406 | $181,406 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $919,625 | $919,625 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $181,406 | $181,406 |
| | | | *Subtotal* | $1,860,250 | $2,202,062 | $4,062,312 |

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

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

| | | | | | | |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,940,051 | $1,940,051 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $370,311 | $370,311 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,940,051 | $1,940,051 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $370,311 | $370,311 |
| | | | ***Subtotal*** | $4,195,102 | $4,620,724 | $8,815,826 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $2,365,551 | $2,365,551 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $370,311 | $370,311 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $2,365,551 | $2,365,551 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $370,311 | $370,311 |
| | | | ***Subtotal*** | $5,017,102 | $5,471,724 | $10,488,826 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,059,625 | $1,059,625 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $370,311 | $370,311 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,059,625 | $1,059,625 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $370,311 | $370,311 |
| | | | ***Subtotal*** | $2,119,250 | $2,859,872 | $4,979,122 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,041,563 | $1,041,563 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $370,311 | $370,311 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,041,563 | $1,041,563 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $370,311 | $370,311 |
| | | | ***Subtotal*** | $2,083,126 | $2,823,748 | $4,906,874 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2026 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,926,437 | $1,926,437 |
| 2026 | 102-500731 | Contracts for program services | 92000051 | $0 | $277,858 | $277,858 |
| 2027 | 102-500731 | Contracts for program services | 92204117 | $0 | $1,926,437 | $1,926,437 |
| 2027 | 102-500731 | Contracts for program services | 92000051 | $0 | $277,858 | $277,858 |
| | | | ***Subtotal*** | $4,860,874 | $4,408,590 | $9,269,464 |

Shared Funds

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2026 | 102-500731 | Contracts for program services | 92000052 | $0 | $246,103 | $246,103 |
| 2027 | 102-500731 | Contracts for program services | 92000052 | $0 | $246,103 | $246,103 |
| | | | ***Subtotal*** | $0 | $492,206 | $492,206 |
| | | **Total CMH Program Support** | | **$30,990,708** | **$34,777,682** | **$65,768,390** |

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

Attachment A
Financial Details

Northern Human Services (Vendor Code 177222-B004 )

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $0 | $25,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $0 | $25,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $0 | $25,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $0 | $25,000 | $25,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $0 | $70,000 | $70,000 |
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $0 | $70,000 | $70,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $120,000 | $165,000 | $285,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $0 | $70,000 | $70,000 |
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $0 | $70,000 | $70,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $135,357 | $165,000 | $300,357 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $0 | $25,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $120,000 | $25,000 | $145,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B001)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $0 | $25,000 | $25,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $0 | $70,000 | $70,000 |
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $10,000 | $10,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $0 | $70,000 | $70,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $0 | $15,000 | $15,000 |
| | | | *Subtotal* | $120,000 | $165,000 | $285,000 |
| | | **Total Mental Health Block Grant** | | **$495,357** | **$670,000** | **$1,165,357** |

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

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | *Subtotal* | $15,000 | $10,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | *Subtotal* | $15,000 | $10,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | *Subtotal* | $15,000 | $10,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | *Subtotal* | $15,000 | $10,000 | $25,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | *Subtotal* | $15,000 | $10,000 | $25,000 |

Attachment A
Financial Details

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | ***Subtotal*** | $15,000 | $10,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | ***Subtotal*** | $15,000 | $10,000 | $25,000 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | ***Subtotal*** | $15,000 | $10,000 | $25,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | ***Subtotal*** | $15,000 | $10,000 | $25,000 |

Attachment A
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| 2026 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| 2027 | 102-500731 | Contracts for program services | 92204122 | $0 | $5,000 | $5,000 |
| | | | *Subtotal* | $15,000 | $10,000 | $25,000 |
| | | **Total Mental Health Data Collection** | | **$150,000** | **$100,000** | **$250,000** |

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

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $342,063 | $342,063 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $342,063 | $342,063 |
| | | | *Subtotal* | $947,154 | $684,126 | $1,631,280 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $397,031 | $397,031 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $397,031 | $397,031 |
| | | | *Subtotal* | $799,362 | $794,062 | $1,593,424 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $403,031 | $403,031 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $403,031 | $403,031 |
| | | | *Subtotal* | $811,362 | $806,062 | $1,617,424 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $788,026 | $788,026 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $788,026 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $1,576,052 | $3,415,132 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $336,063 | $336,063 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $336,063 | $336,063 |
| | | | *Subtotal* | $677,426 | $672,126 | $1,349,552 |

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Financial Details

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $788,026 | $788,026 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $788,026 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $1,576,052 | $3,415,132 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $648,026 | $648,026 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $648,026 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $1,296,052 | $2,597,404 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $342,063 | $342,063 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $342,063 | $342,063 |
| | | | *Subtotal* | $947,154 | $684,126 | $1,631,280 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $403,031 | $403,031 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $403,031 | $403,031 |
| | | | *Subtotal* | $811,362 | $806,062 | $1,617,424 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| 2026 | 102-500731 | Contracts for program services | 92102053 | $0 | $462,063 | $462,063 |
| 2027 | 102-500731 | Contracts for program services | 92102053 | $0 | $462,063 | $462,063 |
| | | | *Subtotal* | $929,426 | $924,126 | $1,853,552 |
| | | **Total System of Care** | | **$10,902,758** | **$9,818,846** | **$20,721,604** |

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

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $5,310 | $5,310 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $5,310 | $5,310 |
| | | | *Subtotal* | $10,620 | $10,620 | $21,240 |

Attachment A
Financial Details

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| | | | ***Subtotal*** | $3,540 | $3,540 | $7,080 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| | | | ***Subtotal*** | $3,540 | $3,540 | $7,080 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| | | | ***Subtotal*** | $3,540 | $3,540 | $7,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| | | | ***Subtotal*** | $3,540 | $3,540 | $7,080 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| | | | ***Subtotal*** | $3,540 | $3,540 | $7,080 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $3,540 | $3,540 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $3,540 | $3,540 |
| | | | ***Subtotal*** | $7,080 | $7,080 | $14,160 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| | | | ***Subtotal*** | $3,540 | $3,540 | $7,080 |

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Financial Details

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| | | | ***Subtotal*** | $3,540 | $3,540 | $7,080 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2026 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| 2027 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $0 | $1,770 | $1,770 |
| | | | ***Subtotal*** | $3,540 | $3,540 | $7,080 |
| | | **Total Child - Family Services** | | $46,020 | $46,020 | $92,040 |

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | ***Subtotal*** | $138,462 | $0 | $138,462 |

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Financial Details

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

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

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | TBD | $0 | $0 | $0 |
| | | | *Subtotal* | $0 | $0 | $0 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-B001)

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

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2026 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $0 | $100,000 | $100,000 |
| 2027 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $0 | $100,000 | $100,000 |
| | | | *Subtotal* | $200,000 | $200,000 | $400,000 |
| | | **Total BDAS** | | **$200,000** | **$200,000** | **$400,000** |

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| 2026 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $0 | $35,000 | $35,000 |
| 2027 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $0 | $35,000 | $35,000 |
| | | | *Subtotal* | $70,000 | $70,000 | $140,000 |
| | | **Total BEAS** | | **$70,000** | **$70,000** | **$140,000** |

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

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

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

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

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

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B001)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | **Total PROHEALTH NH GRANT** | | **$505,649** | **$0** | **$505,649** |
| | | **Amendment Total Price for All Vendors** | | **$43,761,925** | **$45,682,548** | **$89,444,473** |

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

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Northern Human Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $7,299,866

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/4/2025
Date

Signed by:
Kaja Fox
Name: Kaja Fox
Title: Director

Northern Human Services

6/4/2025
Date

Signed by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2025
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

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

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 1.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

Initial SGD

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

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

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

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

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Rehabilitation for Empowerment, Education, and Work ("RENEW") Sustainability**

4.1 The Contractor must provide the RENEW intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services in accordance with the University of New Hampshire (UNH) - Institute on Disability (IOD) model.

4.2 The Contractor must ensure RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1-3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the individuals.

4.3 The Contractor must obtain support and coaching as needed from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

5. **Division for Children, Youth and Families (DCYF)**

5.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**6. Crisis Services**

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

6.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

6.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

6.2.2. Included in Rapid Response reporting or data related to Rapid Response.

6.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

6.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 22, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

6.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

6.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF)

unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

6.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

6.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 6.28.2.

6.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

6.9.1. Peer support specialists.

6.9.2. Bachelor's level provider.

6.9.3. Other Rapid Response crisis trained provider.

6.9.4. Master's level provider.

6.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

6.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

6.11.1. Case consultation;

6.11.2. Emergency medication management, as determined by the prescriber;

6.11.3. Telehealth or video evaluation; and

6.11.4. Conditional Discharge Revocation Process.

6.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

6.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

6.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.14.1. The location of the crisis.

6.14.2. The safety plan either developed over the phone or on record from prior contact(s).

6.14.3. Any accommodations needed.

6.14.4. Treatment history of the individual, if known.

6.14.5. Does not fulfill emergency medication refills.

6.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

6.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

6.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

6.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

6.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

6.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

6.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

6.21.1. Subsequent deployment of a Rapid Response Team to the community.

6.21.2. Telehealth interventions including but not limited to phone, text, and video).

6.21.3. Stabilization appointments.

6.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

6.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

6.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

6.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

6.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration, and/or institutionalization. The Contractor must ensure services include, but are not limited to:

6.25.1. Face-to-face assessments.

6.25.2. Disposition and decision-making.

6.25.3. Initial care and safety planning.

6.25.4. Post crisis and stabilization services.

6.25.5. Follow-up support.

6.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

6.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

6.28.1.1. In or at the individual's home.

6.28.1.2. Community settings.

6.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

6.28.2.1. Jails.

6.28.2.2. Schools.

6.28.2.3. Clinics.

6.28.2.4. Fire Departments.

6.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

6.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

6.28.4. Rapid Response Teams are prohibited from declining service due to distance.

6.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-l, provided no other available team has been identified by the Access Point;

6.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

6.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

6.28.7.1. Documented clinical rationale;

6.28.7.2. Administrative support; and

6.28.7.3. Phoenix reporting.

6.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.28.9. A face-to-face assessment as needed that includes, but is not limited to:

6.28.9.1. Assessment related to homicide and/or suicide risk.

6.28.9.2. Full mental health history including, but not limited to:

6.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.28.9.2.2. Substance use history.

6.28.9.2.3. Social, familial, environmental, and legal factors.

6.28.9.2.4. Presenting symptoms and onset of crisis.

6.28.9.3. Obtaining medication list, adherence to prescribed medications.

6.28.9.4. Brief medical history.

6.28.9.5. Mental status exam.

6.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

6.28.10.1. Staying in place with:

6.28.10.1.1. Stabilization services;

6.28.10.1.2. A safety plan; and/or

6.28.10.1.3. Follow-up with existing outpatient providers.

6.28.10.2. Stepping up to crisis stabilization services.

6.28.10.3. Admission to peer respite or step-up/step-down program.

6.28.10.4. Voluntary hospitalization.

6.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

6.28.10.6. Medical hospitalization.

6.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.29.1. Promoting recovery.

6.29.2. Building upon life, social, and other skills.

6.29.3. Offering support.

6.29.4. Reviewing crisis and safety plans.

6.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

6.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

6.30.3. Provided in the individual and family home, if requested by the individual;

6.30.4. Implemented using methods that include, but are not limited to:

6.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

6.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

6.30.4.2.1. Cognitive Behavior Therapy (CBT);

6.30.4.2.2. Dialectical Behavior Therapy (DBT);

6.30.4.2.3. Solution-focused therapy;

6.30.4.2.4. Developing concrete discharge plans; and

6.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

6.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

6.31.2. Engage in various outreach and educational activities including, but not limited to:

6.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

6.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

6.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

6.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

6.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

6.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

6.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

6.32.5. Coordinating with homeless outreach services.

6.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.33.1. Determine availability of the Rapid Response Teams;

6.33.2. Facilitate mobile response of dispatched teams; and

6.33.3. Resolve the immediate crisis episode.

6.34. The Contractor must maintain connection to the designated resource tracking system.

6.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

6.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

6.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

6.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

6.36.2.1. Number of unique individuals who received services.

6.36.2.2. Date and time of mobile arrival.

6.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

6.36.3.1. Diversions from hospitalizations.

6.36.3.2. Diversions from Emergency Rooms.

6.36.3.3. Services provided.

6.36.3.4. Location where services were provided.

6.36.3.5. Length of time service or services provided.

6.36.3.6. Whether law enforcement was involved for safety reasons.

6.36.3.7. Whether interpretation services or language support services were required.

6.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

6.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.36.3.10. Outcome of service provided, which may include, but is not limited to:

6.36.3.10.1. Remained in home.

6.36.3.10.2. Hospitalization.

6.36.3.10.3. Crisis stabilization services.

6.36.3.10.4. Crisis center services.

6.36.3.10.5. ED.

6.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

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

7.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

7.2. The Contractor must maintain one (1) full Adult ACT Team in Carroll County and two (2) Mini Adult ACT Teams in the Berlin and Littleton locations that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

7.2.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

7.2.2. Caseloads for Carroll County Adult ACT Team serve no more than ten (10) individuals per Carroll County Adult ACT Team member, excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department;

7.2.3. Berlin Mini Adult ACT Team must consist of 1: 6.5 or more dedicated staff; and

7.2.4. Littleton Mini Adult ACT Team must consist of 1: 5.4 or more dedicated staff.

7.3. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

7.3.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

7.4. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be

admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

7.4.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

7.4.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

7.4.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

7.4.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

7.5. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

7.6. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

7.7. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

7.7.1. Extended hospitalization or incarceration.

7.7.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

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

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

7.8.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

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

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

**8. Individual Placement and Support - Supported Employment (IPS-SE)**

8.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

8.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

8.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

8.4.1. Work with the Department to identify solutions to meet the demand for services; and

8.4.2. Implement such solutions within 45 days.

8.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

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

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

**9. Critical Time Intervention**

9.1. Critical Time Intervention (CTI)

9.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

9.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

9.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

9.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

9.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

9.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

9.1.3.1. Individuals receive services over a period of nine (9) months;

9.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

9.1.3.3. Services decrease in intensity as the service period progresses.

9.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval before implementing any changes.

9.1.5. The Contractor must complete CTI program quality improvement

reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

9.1.5.1. Revising or developing policies and procedures.

9.1.5.2. Participating in training.

9.1.5.3. Completing quality improvement plans in a format approved by the Department.

9.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

9.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

9.1.7.1. Individual and organizational challenges;

9.1.7.2. Progress; and

9.1.7.3. Opportunities.

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

9.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

9.1.8.2. Community Mental Health Centers, statewide.

9.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

9.1.8.4. Landlords.

9.1.8.5. Local Businesses.

9.1.8.6. Community Action Program agencies.

9.1.8.7. Peer Support Agencies.

9.1.8.8. Educational Institutions.

9.1.8.9. Public Assistance Agencies.

9.1.8.10. Local Welfare Offices.

9.1.8.11. Public Health Departments.

9.1.8.12. Transportation providers.

9.1.8.13. Faith-based organizations.

9.1.8.14. Refugee associations.

9.1.8.15. Health clubs.

9.1.8.16. Other social support organizations.

9.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

9.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

9.1.10.1. ED visits.

9.1.10.2. Inpatient services to resolve crisis as they arise.

9.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

9.1.10.4. Rapid Response.

9.1.10.5. The Doorways.

9.1.10.6. NH Peer Support Agencies

9.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

9.2. Pre-CTI Services

9.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

9.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

9.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

9.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

9.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

9.2.4.2. Meet with the individual as often as needed, to:

9.2.4.2.1. Assess their needs; and

9.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

9.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

9.2.5.1. Review the individual's treatment history;

9.2.5.2. Identify existing community supports; and

9.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

9.2.5.3.1. Income.

9.2.5.3.2. Access to health care, including:

9.2.5.3.2.1. Health care services;

9.2.5.3.2.2. Mental health services;

9.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

9.2.5.3.2.4. Insurance coverage.

9.2.5.3.3. Diet and exercise.

9.2.5.3.4. Education.

9.2.5.3.5. Employment.

9.2.5.3.6. Family and social supports.

9.2.5.3.7. Housing arrangements.

9.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

9.2.6.1. Documenting the individual's recovery and transition goals;

9.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

9.2.6.3. Assisting with linkages to community supports as necessary.

9.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

9.2.6.5. Identifying barriers to success; and

9.2.6.6. Providing assistance with barrier resolution.

9.3. Phase One (1) CTI Services

9.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

9.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

9.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

9.3.2.1.1. Health care appointments.

9.3.2.1.2. Mental health appointments.

9.3.2.1.3. Recovery and substance use treatment sessions.

9.3.2.1.4. Dental appointments.

9.3.2.1.5. Other appointments relative to life skills.

9.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

9.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

9.3.2.4. Attending meetings or appointments as requested by the individual.

9.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

9.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

9.4. Phase Two (2) CTI Services

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

9.4.2. The Contractor must reassess the individual's needs and update the Phase Plan.

9.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

9.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

9.4.3.2. Assisting with self-advocacy.

9.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

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

9.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

9.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

9.4.7.1. Faith and/or spiritual programs.

9.4.7.2. Physical fitness programs.

9.4.7.3. Social clubs.

9.4.7.4. Creative art programming.

9.4.7.5. Education.

9.4.7.6. Employment.

9.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

9.5. Phase Three (3) CTI Services

9.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

9.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

9.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community by developing a long-term plan to:

9.5.3.1. Manage their support network independently: and

9.5.3.2. Achieve recovery goals that remain outstanding.

9.5.4. The Contractor must decrease the frequency and duration of

meetings in correlation with an increase in the individual's sustainable supports.

9.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

9.5.5.1. Acknowledge achievements over the past 9 months; and

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

9.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

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

9.5.6.2. The individual's recovery and transition goals;

9.5.6.3. The individual's experience in CTI;

9.5.6.4. Initial Risk Assessment;

9.5.6.5. Barriers to the Intervention; and

9.5.6.6. A summary of the CTI Intervention.

9.6. CTI Program Inactive, Reactivated, and Closed Statuses

9.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

9.6.1.1. <u>Inactive Status</u>

9.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

9.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

9.6.1.1.3. The CTI Supervisor must:

9.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

9.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

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

9.6.1.2. Reactivated Status

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

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

9.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

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

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

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

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

9.6.1.3. Closed Status

9.6.1.3.1. An individual must be considered closed if the individual:

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

9.6.1.3.1.2. Passed away;

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

9.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

9.6.1.3.1.5. Is incarcerated; or

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

9.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

9.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

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

9.7. CTI Supervisory Scope of Work

9.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

9.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

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

9.7.3.1. Bi-weekly documentation on required forms that include the:

9.7.3.1.1. Weighted caseload tracker;

9.7.3.1.2. Phase date form; and

9.7.3.1.3. CTI Team Supervision form; and

9.7.3.2. CTI worker's fidelity efforts; and

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

9.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

9.7.4.1. New Hampshire Hospital (NHH) Liaison

9.7.4.2. Designated Receiving Facility (DRF)

9.7.4.3. Crisis-related meeting representation and support.

9.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

9.8. CTI Flexible Needs

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

9.8.1.1. Groceries.

9.8.1.2. Transportation.

9.8.1.3. Childcare.

9.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

9.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

9.8.1.6. Other uses pre-approved in writing by the Department.

9.9. CTI Staffing

9.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

9.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.3. Two (2) Full Time Equivalent (FTE) CTI workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

9.9.1.4. One (1) 0.5 FTE CTI Supervisor.

9.9.2. The Contractor must ensure all CTI staff:

9.9.2.1. Complete the CTI model training;

9.9.2.2. Attend CTI Team meeting; and

9.9.2.3. Attend Community of Practice (CoP) meetings.

9.9.3. The Contractor must participate in training and skill deployment, as requested by the Department, which includes:

9.9.3.1. A one (1) day CTI worker training;

9.9.3.2. A one (1) day CTI supervisor training;

9.9.3.3. Assist in co-facilitating CTI staff training;

9.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

9.9.3.5. Complementary trainings to CTI staff.

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

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

10.2. The Contractor may designate a different liaison for individuals being served through their children's services.

10.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

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

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

10.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar

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

10.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**11. Coordinated Care and Integrated Treatment**

11.1. Primary Care

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

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

11.1.2.1. Monitor health;

11.1.2.2. Provide medical treatment as necessary; and

11.1.2.3. Engage in preventive health screenings.

11.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

11.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

11.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Peer Supports

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

11.3.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support

specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

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

11.3.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

11.4. Transition of Care with MCO's

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

**12. Deaf Services**

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

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

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

12.4. The Contractor must ensure services are person-directed, which may result in:

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

12.4.2. Care being shared across the regions; or

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

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

13.1. The Contractor must ensure all clinicians, with the exception of Rapid Response staff, providing community mental health services to individuals

eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

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

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

13.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

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

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

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

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

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

13.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

13.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

13.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**14. Pre-Admission Screening and Resident Review**

14.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

14.2. Upon request by the Department, the Contractor must:

14.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

14.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

14.2.2.1. Requires nursing facility care; and

14.2.2.2. Has active treatment needs.

**15. Application for Other Services**

15.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

15.1.1. Medicaid.

15.1.2. Medicare.

15.1.3. Social Security Disability Income.

15.1.4. Veterans Benefits.

15.1.5. Public Housing.

15.1.6. Section 8 Subsidies.

15.1.7. Child Care Scholarship.

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

16.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

## 17. Quality Improvement

17.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

17.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data; performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

17.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

17.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

17.3.1. Submit all required information in a format provided by the Department or contracted vendor.

17.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

17.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

17.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

17.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

17.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

17.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

## 18. Maintenance of Fiscal Integrity

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

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

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

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis.

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

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

18.1.3.2. A budget column allowing for budget to actual analysis.

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

18.2. 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.

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

18.3.1. Days of Cash on Hand:

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

18.3.1.2. 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.

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

18.3.2. Current Ratio:

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

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

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

18.3.3. Debt Service Coverage Ratio:

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

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

18.3.3.3. 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.

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

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

18.3.4. Net Assets to Total Assets:

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

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

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

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

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

18.4. In the event that the Contractor does not meet either:

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

18.4.2. 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:

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

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

18.5. 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:

18.5.1. 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.

18.6. 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.

18.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

18.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

18.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**19. Reduction or Suspension of Funding**

19.1. 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.

19.1.1. 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.

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

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

19.1.2.2. Crisis services for all individuals.

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

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

**20. Elimination of Programs and Services by Contractor**

20.1. Not including service reductions collaboratively addressed in Section 19. 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.

20.2. 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.

20.3. 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.

**21. Closed Loop Referral System**

21.1. 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.

21.2. 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.

21.2.1. 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.

**22. Data Reporting**

22.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

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

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

22.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

22.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expect updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable

to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

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

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

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

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

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

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

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

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

22.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

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

22.7. The Contractor must meet the following standards:

22.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

22.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

22.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

22.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

22.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

22.9.1. The exemption length shall not exceed 180 days.

22.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

22.9.3. The Contractor must implement the Department-approved corrective action plan.

22.9.4. Failure by the Contractor to implement the correction action plan may require:

22.9.4.1. An additional corrective action plan; or

22.9.4.2. Other remedies as specified by the Department.

**23. Background Checks**

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

23.1.1. 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;

23.1.2. 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

23.1.3. 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.

**24. Confidential Data**

24.1. 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.

24.2. 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.

**25. Privacy Impact Assessment**

25.1. 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:

25.1.1. How PII is gathered and stored;

25.1.2. Who will have access to PII;

25.1.3. How PII will be used in the system;

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

25.1.5. Privacy practices.

25.2. 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.

**26. Department Owned Devices, Systems and Network Usage**

26.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

26.1.1. 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;

26.1.2. 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;

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

26.1.4. 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;

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

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

26.1.7. 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."

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

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

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

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

26.1.9.3. 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."

26.1.10. 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:

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

26.1.10.2. 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.

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

26.1.11. 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.

26.1.12. 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.

26.1.13. Workspace Requirement

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

**27. Contract End-of-Life Transition Services**

27.1. General Requirements

27.1.1. 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.

27.1.2. 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.

27.1.3. 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.

27.1.4. 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.

27.1.5. 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.

27.1.6. 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.

27.2. Completion of Transition Services

27.2.1. 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.

27.2.2. 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.

27.3. Disagreement over Transition Services Results

27.3.1. 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.

**28. Exhibits Incorporated**

28.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

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

28.3. 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 I, Business Associate Agreement, which has been executed by the parties.

**29. Additional Terms**

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

29.1.1. 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.

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

29.2.1. The Contractor must submit:

29.2.1.1. 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.

29.2.1.2. 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

29.2.1.3. 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).

29.3. **Credits and Copyright Ownership**

29.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

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

29.3.3. 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.

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

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

29.4.1. 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.

29.5. **Eligibility Determinations**

29.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

29.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**30. Records**

30.1. The Contractor must keep records that include, but are not limited to:

30.1.1. 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.

30.1.2. 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 including, but not limited to, 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.

30.1.3. 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.

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

30.2. 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.

30.3. 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.

## Payment Terms

1. This Agreement is funded by:
   1.1. 0.34% Federal funds, Block Grants for Community Mental Health Services, as awarded on 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM090358.
   1.2. 0.60% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 98.72% General funds.
   1.4. 0.34% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer,

the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

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

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 5,310.00 | $ 5,310.00 | $ 5,310.00 | $ 5,310.00 | $ 21,240.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 993,188.00 | $ 993,188.00 | $ 993,188.00 | $ 993,188.00 | $ 3,972,752.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 480,000.00 | $ 480,000.00 | $ 480,000.00 | $ 480,000.00 | $ 1,920,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 24,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| System of Care 2.0 | $ 263,028.00 | $ - | | | $ 263,028.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,828.00 | $ - | | | $ 43,828.00 |
| Critical Time Intervention | $ - | $ - | $ 181,406.00 | $ 181,406.00 | $ 362,812.00 |
| CTI - Incentives (Shared Price Limitation) | | | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | **$ 1,838,854.00** | **$ 1,526,998.00** | **$ 1,964,507.00** | **$ 1,969,507.00** | **$ 7,299,866.00** |

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

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 6. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $480,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1)<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Behavioral Health Services Information System (BHSIS)

6.6.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.6.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.6.1.2. Software or training purchases aimed at improving data collection; and

6.6.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.6.2. Supporting Documentation Requirements

6.6.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.6.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.6.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.6.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlines in Exhibit B – Amendment #2, Scope of Services. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

6.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain

and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.11. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.11.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.11.1.1, Rate Table, which are rates set for the term of the contract.

**6.11.1.1. Rate Table**

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

6.11.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Section 6.11.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.11.2.1. CTI worker salaries and benefits;

6.11.2.2. CTI supervisor salaries and benefits; and

6.11.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.11.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Section 6.11.1.1., then:

6.11.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.11.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-5, Budget – Amendment #2, over the term of the Agreement.

6.11.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.11.1.1., then:

6.11.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.11.1.1., and the actual amounts of expenses incurrred.

6.11.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.11.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.11.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.11.1.1 have been met for each individual identified on the invoice.

6.11.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.11.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.11.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-5, Budget – Amendment

#2. The Contractor shall ensure flexible funding expenditures incurred are:

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

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

6.11.7.3. Not disbursed as gift cards or gift certificates;

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

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

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

6.11.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

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

6.11.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-5, Budget – Amendment #2, and meet criteria as outlined by the Department at the time of application.

6.11.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

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

6.11.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.11.9.2.1. Table 2**

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

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

6.11.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.11.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

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

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   7.3. Identifies and requests payment for allowable costs incurred in the previous month.

   7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   7.5. Supporting documentation shall be labeled by line item.

   7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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-3, Budget - Amendment #2

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

**Contractor Name:** *Northern Human Services*

**Budget Request for:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 8.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $701,000 | $30,000 | $701,000 | $30,000 |
| 2. Fringe Benefits | $204,588 | $10,000 | $204,588 | $10,000 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>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 | $700 | $100 | $700 | $100 |
| 6. Travel | $7,000 | $1,500 | $7,000 | $1,500 |
| 7. Software | $3,000 | $500 | $3,000 | $500 |
| 8. (a) Other - Marketing/Communications | $1,200 | $200 | $1,200 | $200 |
| 8. (b) Other - Education and Training | $2,100 | $300 | $2,100 | $300 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Audit and Legal* | $0 | $0 | $0 | $0 |
| *Insurance* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $919,588 | $42,600 | $919,588 | $42,600 |
| Total Indirect Costs | $73,600 | $5,180 | $73,600 | $5,180 |
| ***Subtotals*** | **$993,188** | **$47,780** | **$993,188** | **$47,780** |
| | | | **Total** | **$ 2,081,936** |

Initial

Contractor Initials: SGP

Date: 6/4/2025

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

**Contractor Name:** *Northern Human Services*

**Budget Request for:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Funded by DHHS - SFY 27 |
|---|---|---|
| 1. Salary & Wages | $351,000 | $351,000 |
| 2. Fringe Benefits | $106,000 | $106,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $22,000 | $22,000 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $1,000 | $1,000 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $480,000 | $480,000 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$480,000** | **$480,000** |
| | **Total $** | **960,000** |

Initial

Contractor Initials: SGO

Date: 6/4/2025

Exhibit C-5, Budget - Amendment #2

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

**Contractor Name:** Northern Human Services

**Budget Request for:** Critical Time Intervention

**Budget Period:** SFY2026 - SFY2027

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $4,000 | $4,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $177,406 | $177,406 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $181,406 | $181,406 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$181,406** | **$181,406** |
| | **TOTAL** | **$362,812** |

Initial

Contractor Initials: SGD

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 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

## 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 Suzanne Gaetjens-Oleson, CEO (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 amendments 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: 5/30/25

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<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>855 874-0123 | PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):<br>E-MAIL ADDRESS: Christine.Skehan@usi.com |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Philadelphia Indemnity Insurance Co. | 18058 |
| INSURER B : Philadelphia Insurance Company | 32204 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

INSURED: Northern Human Services, Inc.
87 Washington Street
Conway, NH 03818-6044

**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**

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

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SKUZP

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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<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>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<br>Northern Human Services, Inc.<br>87 Washington Street<br>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<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | ECC60040004322024A | 09/30/2024 | 09/30/2025 | x 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)

**Evidence of Insurance

**CERTIFICATE HOLDER**

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

**CANCELLATION**

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AUTHORIZED REPRESENTATIVE

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CASCA

## Statement of Mission

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

## Statement of Vision

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

*Financial Statements*

# 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

**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.

**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

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

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

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

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

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

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

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

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

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

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

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

## 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.

**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

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.

## 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.

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.

## 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.

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.

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 |

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 |

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) |

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 |

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 |

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 |

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 |

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 |

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 |

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 | | $ 414,667 |
| *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

## 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.

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

## 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*.

**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

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

## 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.

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

# 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.

## 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.

# 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

***Suzanne Gaetjens-Oleson, MACP, LCMHC***

[redacted]

## *Educational History:*

Bachelor of Arts, Psychology Major, Hampshire College, Amherst, MA, 1993

Master of Counseling Psychology, Antioch New England Graduate School, Keene, NH, 1996

## *Employment History:*

***Chief Executive Officer,*** Northern Human Services, December 2021-present Assists in the formulation of policy by proposing policy to the boards, interprets and implements policy throughout corporations prepares and presents essential reports to the boards facilitating their effective governance to include: financial, personnel, operational, quality assessment, program evaluation, etc., Maintain an effective and efficient organizational structure, prepares short and long-term plans and presents such to the boards for approval, maintain knowledge of state-of-the-art practices in core services offered by the corporations, represent the interests of the corporations in legislative hearings, state wide and local meetings, maintain compliance with applicable federal, state and local laws, rules and regulations

***Regional Mental Health Administrator, Operations,*** Northern Human Services, May 2013-present Direct the regional management, operations and provision of services to individuals with mental illness and substance abuse in accordance with Agency Policy, federal and state laws and regulations. Responsible for overseeing compliance efforts in the Agency, and the members of the Quality Improvement and Compliance Team. Responsible for overseeing the Electronic Medical Record team and leading the agencies efforts to comply with Meaningful Use Requirements. Oversee program development and implementation as directed by the CEO. Work with Area Directors to ensure that all contract requirements are met. Represent NHS on the NCHC board.

**Director, Quality Improvement/Compliance,** Northern Human Services, February 2012-May 2013, Responsibility for Corporate Compliance and Quality Improvement functions such as assisting management with the ongoing review and amendment of administrative and treatment policies; investigating and acting on matters related to compliance, including management of internal reports of concern, leading and coordinating the preparation for reviews of the Agency by external entities, maintaining quality improvement processes that measure outcomes of services delivered, using data from information technology systems to analyze, create and disseminate reports that summarize service utilization and trends; coordinating regional planning processes and developing plan documents for funding sources as required. Coordinate, synthesize and provide summary reports of quality indicators to MC on a regular basis. Provide necessary compliance trainings to staff.

**Director of Children's Services,** June 2000-February 2012 Northern Human Services, White Mountain Mental Health, June 2000 to present. Responsible for the supervision and management of the "children's team", represent Northern Human Services at Children's Director's state team meeting, writing small grants, developing and sustaining positive collaborative relationships with other child serving systems, maintain children's charts to Medicaid and federal standards, maintain clinical caseload.

**Clinician,** White Mountain Mental Health and Developmental Services, May 1996-June 2000. Assessment and ongoing counseling with children and families. Daytime emergency service coverage.

**Emergency Service Clinician**, White Mountain Mental Health and Development Services, April 1995-May 1996. Day and night coverage of emergency services to psychiatric patients including psychosocial assessments and emergency evaluations and interventions.

**Charge Counselor,** Northern New Hampshire Youth Services, and Bethlehem NH. May 1993-November 1994. Conducted psychosocial assessments, emergency evaluations, provided direct counseling services and staff supervision at this group home for emotionally disturbed adolescent females. (This home has changed ownership since I was employed there and is now part of the NFI system.)

## *Continuing Education Experiences:*

-Two intensive weeklong seminars with Daniel Hughes, which focused on work with children who have suffered trauma, loss, and disrupted attachment.

-Seminars required for License (total 65 continuing education credits during every two-year license period, including six ethics credits)

-Trauma Focused Cognitive Behavioral Therapy--trained with Dartmouth, received weekly supervision with Craig Donnelly, MD and Sarah Sterns, PhD.

Helping the Non-compliant Child-trained with Dartmouth, received weekly supervision with Sarah Sterns, PhD.

***Goal: To continue working in a capacity that supports people affected by mental illness and developmental disabilities and promotes their ability to be positive contributors and participants in their communities.***

*References Available Upon Request*

Shawn Maria Bromley
[redacted]

## EDUCATION

| | | | |
|---|---|---|---|
| 2015-January 2017 | Master of Business Administration<br>Specialty: Project Management | Van Loan/Endicott College | Beverly, MA |
| 1999 – 2000 | Accounting Class (MBA) | Babson College | Wellesley, MA |
| 1983 – 1987 | Bachelor of Fine Arts (Graphics) | Boston University | Boston, MA |
| 2010-Current | AHIMA – Certified Coding Associate (CCA)<br>AHIMA – Webinar Presenter (Risk Adjustment & Telehealth) | | |

## PROFESSIONAL EXPERIENCE

July 2022 – Present **Northern Human Services & Shallow River Properties** Conway, NH
Chief Financial Officer

- Develops financial well-being of the organization by providing financial projections and accounting services, preparing growth plans, and directing staff.
- Monitors financial performance by measuring and analyzing results, initiating corrective actions, and minimizing the impact of variances.
- Maximizes return on invested funds by identifying investment opportunities and maintaining relationships with the investment community.
- Reports financial status by developing forecasts, reporting results, analyzing variances, and developing improvements.
- Accomplishes finance human resource strategies by determining accountabilities; communicating and enforcing values, policies, and procedures; implementing recruitment, selection, orientation, training, coaching, counseling, disciplinary, and communication programs; planning, monitoring, appraising, and reviewing job contributions; and planning and reviewing compensation strategies.
- Establishes finance operational strategies by evaluating trends; establishing critical measurements; determining production, productivity, quality, and customer-service strategies; designing systems; accumulating resources; resolving problems; and implementing change.
- Develops organization prospects by studying economic trends and revenue opportunities; projecting acquisition and expansion prospects; analyzing organization operations; identifying opportunities for improvement, cost reduction, and systems enhancement; and accumulating capital to fund expansion.

October 2018 – July 2022 **Northeast Physician Hospital Organization (NEPHO)** Beverly, MA
Director of Contracting and Operations

- Developed and implemented a Coding Task Force that works directly with providers and practices to increase overall risk score. The Coding Task Force reviews payer related data that is driven by diagnosis coding across the organization. Coding education focus is driven by gaps identified within claims data collection.
- Developed monthly coding and billing webinars that provided information related to current coding and billing on a state and national level.
- Provider risk adjustment diagnosis capture education and Evaluation and Management education and provider focused audits.
- Working with 9 practices to ensure accuracy in Risk Adjustment coding capture on an annual basis.

Shawn Maria Bromley
[redacted]

- Awarded $33,500 for the HPHC Quality Grant funding for 2019-2020 that supported a Telehealth Pilot Program.
- Managed the Telehealth application process for the Federal Communications Commission (FCC) COVID 19 funding opportunity.
- Lead the implementation of Telehealth across the NEPHO organization during the COVID 19 crisis.
- Developed and lead the NEPHO Telehealth Committee.
- Working with NEPHO practices and providers to ensure a sustainable telehealth program is implemented that is HIPAA compliant.
- Oversee NEPHO organization daily operations that include; financial, staffing needs, meeting scheduling, team building, project management, coding education and auditing, physician practice needs, provider requests on an Ad Hoc basis.
- Research Medicare/Medicaid and Commercial payer guidelines to ensure accurate regulatory guidance to providers.
- Manage a team of 4 direct reports and 10 indirect reports.

May 2018 – September 2018 **Steward Medical Group** Watertown, MA
Auditor/Educator Professional Services

- Educated all new provider hires to ensure an understanding of coding and billing requirements for Evaluation and Management services.
- Audited all new providers for Evaluation and Management services for primary care and specialty focus.
- Helped worked NCCI edits that were based off LCD and NCD requirements.

May 2017 – May 2018 **Commonwealth Care Alliance** Boston, MA
Reimbursement Analyst

- Chair, Payment Policy Committee – Developed all provider focused payment policies.
- Researched Medicare and Medicaid guidelines to ensure accurate regulatory guidance to help support the development of payment policies that drove reimbursement.
- Work directly with the Committee that consists of Leadership from Business Intelligence, Claims, Provider Relations, Legal, Member Services, Contracting and Clinical. The Committee met on a regular basis to address and discuss business decisions necessary to payment policy development.
- Managed the Medicare and Medicaid regulatory database for the claims department.
- Work directly with the billing vendor to ensure all regulatory notices were being reviewed, discussed requirements and implemented guidance in a timely manner to ensure compliance standards were followed.
- Research included coding and billing requirements related to Outpatient, Inpatient, Home Health, SNF, Hospice and Durable Medical Equipment Services
- Managed and reviewed all Individual Consideration and Unlisted coding denials.
- Worked on the implementation of the NCCI edit project that supported the claims scrubber system.
- Helped developed standardized claims review that helped better manage reimbursement and denial recovery.

Shawn Maria Bromley
[redacted]

2014 – April 2017 **North Shore Medical Center – Partners Healthcare** Salem, MA
Partners Coding Supervisor (Facility & Professional)

- EPIC Implementation – Lead the E Care workflow development, provided current and future workflow state that included coding process review for Inpatient, Emergency Room, Ambulatory/Ancillary & Surgical service areas
- Managed 18 coders with the North Shore Medical Center coding department
- Oversaw and managed workflow for offsite coders – 5 NSMC coders & 7 Contract coders
- Managed daily workflow operations across the NSMC Coding Department
- Helped to code and managed workflow for Emergency Room professional and facility coding
- Interpreted and applied Medicare and Private Insurance policy guidelines to help ensure accurate coding
- Managed all department coding edits and denials to ensure accurate revenue capture across all hospital services
- Committee member on the Medical Cosmetic Committee that focused on accurate coding and billing for Cosmetic services to ensure compliance and revenue capture
- Super User in EPIC Training and Education – EPIC Implementation Focus Group
- Assisted with efforts to streamline revenue cycle operations within the North Shore Medical Center
- Helped to optimize the reimbursement process that includes; verify compliance accuracy related to diagnosis and procedure coding, follow CMS guidelines related to documentation requirements and helped to manage timely billing process to ensure timely filing

2009 – May 2014 **Beth Israel Deaconess Medical Center** Boston, MA
Coding and Compliance Manager & Auditor – Cardiology (Professional)

- Managed 3 coders and 1 billing coordinator
- Managed coding and billing for Boston and 6 Offsite Cardiology locations
- Direct and oversaw ongoing Physician, Fellow and Nurse Practitioner education
- Interpreted and applied Medicare and Beth Israel Deaconess Medical Center billing and compliance guidelines for divisional procedures and operational workflows
- Assisted with efforts to streamline revenue cycle process across the Cardiology department for all locations
- Audited and analyzed medical records documentation for Inpatient, Outpatient, Electrophysiology, Catheterizations, and Cardiovascular testing
- Ensured all coding and billing meet department and Medicare compliance guidelines
- Verified accurate coding for all E&M level coding within the Cardiology Emergency Room Department and Outpatient Clinics
- Provided feedback for all root-cause billing delinquencies to appropriate departments

Kassie Marie Eafrati
[redacted]

Education and Certifications
NH Certified Early Childhood Educator: Preschool through Third Grade
Certificate #104652 Expires 6/30/2022

Tufts University, Medford, MA September 2010-August 2011
Degree: M.A., Child Development

University of New England, Biddeford, ME September 2006-May 2010
Degree: B.A., Psychology with secondary focus on Sociology

Work Experience
12/2021-Present, COO, MH, Northern Human Services

- Establish and oversee (which will be tracked locally in a shared) folder training programs for staff in Corporate Compliance, HIPAA and other applicable areas related to quality improvement and compliance
- Assists in budget and contract development and interprets information related to these processes
- Acts as liaison with State Bureaus providing funding to assure contract compliance
- Assumes responsibility for overseeing Corporate Compliance functions
- Assumes responsibility for overseeing Quality Improvement functions

1/2018-12/2021, Director of Behavioral Health, NHS Mental Health, Berlin, NH

- Oversight of all mental health programs offered through NHS in Berlin/Gorham region
- Manage several programs that span multiple locations including: Drug Treatment Court, Victim of Crimes Assistant, Infant Mental Health, Rapid Response Grant, Emergency Services
- Manage budget around 5 million per year
- Supervise four program directors with staff totaling 60+ employees
- Manage contracts with local communities and organizations
- Manage grants from state, federal, and anonymous funders

03/2016-01/2018, Infant/Early Childhood Mental Health Program Director, NHS Mental Health, Berlin, NH

- Carry a small caseload and complete all responsibilities as a children's mental health case manager and functional support specialist
- Complete all administrative responsibilities as program director, including data collection and writing the grant report
- Promote program to community and continue to be an active member of several community programs, boards, and projects
- Work as a consultant to help provide children with the best quality of care from child care centers in Coos County

11/2015-01/2018, Program Consultant, Preschool Technical Assistant Network, Bedford, NH

- Obtain and maintain CDB Early Childhood Master Professional: Program Consultant- expires 11/23/218.
- Participate in Trauma Informed Early Childhood Services (TIECS) initial training and monthly reflective practice calls to provide (TIECS) informed consultations
- Work collaboratively with child care centers reaching out for various types of consultations (classroom, individual children, teacher, etc.)
- Collaborate with other agencies in consultation with child care centers including schools, mental health, early supports, family resource center, etc.

07/12-Present, NH Certified Early Childhood Educator, NHS Family Centered Early Supports and Services, Conway, NH

- Complete intake, evaluation, determine eligibility, complete IFSP and provide direct services as well as service coordination and case management
- Work as a part of several teams: DCYF, SAU special education teams, infant mental health, primary care physicians and specialists, contractors providing early intervention, SEE Change leadership team
- Transition children from early supports to special education, preschool, and/or other programs/services
- Create strong, working relationships with parents and caregivers
- Consult with child care providers

Related Experience

- Member of Community Partnership Network 2nd Leadership Cohort through Neil and Louise Tillotson Foundation
- Actively engaged in Coos Coalition leadership team and subcommittees focusing on maternal depression, parenting, professional development, and watch me grow

Professional Memberships/Certifications/Trainings

Board of Directors Member: NH Association of Infant Mental Health (President)
Coos County Child Advocacy Center (Secretary)
Great North Woods Community Foundation (Co-Chair)
Coos County Family Health Center (Vice President)
NH Children's Health Foundation

Certificates: Growing Great Kids Tiers 1-3 and Supervisor
Early Childhood and Family Mental Health Credential
NH Early Childhood Master Professional: Program Consultant
Mind in the Making Facilitator
Trauma Informed Early Childhood Services Highly Qualified Consultant
Positive Solutions for Families Facilitator

## 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 |
|---|---|---|---|
| Suzanne Gaetjens-Oleson | CEO | $0.00 | $160,000.00 |
| Shawn Bromley | CFO | $0.00 | $150,412.00 |
| Kassie Eafrati | COO, MH | $0.00 | $104,342.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |
| | | $0.00 | $0.00 |

ARC

5B


Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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


February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

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

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23 (Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23 (Item #31)<br>A1: 6/12/24 (Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23 (Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23 (Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

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

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

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

The Department will continue to monitor services by:

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

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

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

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Northern Human Services ("the Contractor").

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

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

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

1. Modify Exhibit C, Payment Terms; Section 7.5, to read:

   7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $960,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.7., to read:

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

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

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

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

State of New Hampshire
Department of Health and Human Services

2/14/2025
Date

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

Northern Human Services

2/12/2025
Date

Signed by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

2/21/2025
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01'23 AM10:49 RCV

ARC

31

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

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

May 23, 2023

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

**REQUESTED ACTION**

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

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

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

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

**See attached fiscal details.**

**EXPLANATION**

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

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

Approximately 20,700 individuals will be served annually.

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

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

The Department will monitor services by:

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

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

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

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

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

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

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

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

Attachment A
Financial Details

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

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | *Subtotal* | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,990,708 | $0 | $30,990,708 |

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

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

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

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

Attachment A
Financial Details

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

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

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

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

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

Attachment A
Financial Details

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

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

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

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

Attachment A
Financial Details

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

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

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

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

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

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

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177276-B002)

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

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

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

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

Northern Human Services (Vendor Code 177222-B004)

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

Attachment A
Financial Details

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

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

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

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

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

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

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

Seacoast Mental Health Center, Inc. (Vendor Code 174080-R001)

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

Attachment A
Financial Details

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

05-95-92-922010-1609 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

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

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

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

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

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

Monadnock Family Services (Vendor Code 177510-B005)

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

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

Attachment A
Financial Details

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

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

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

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

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

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

Seacoast Mental Health Center (Vendor Code 174089-R001)

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

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

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $163,115 | $0 | $163,115 |
| | | | *Subtotal* | $163,115 | $0 | $163,115 |

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $163,417 | $0 | $163,417 |
| | | | *Subtotal* | $163,417 | $0 | $163,417 |

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

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

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

FORM NUMBER P-37 (version 12/11/2019)

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

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

## AGREEMENT

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

## GENERAL PROVISIONS

### 1. IDENTIFICATION.

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Northern Human Services | | 1.4 Contractor Address<br>87 Washington Street<br>Conway, NH 03818 | |
| 1.5 Contractor Phone Number<br>(603) 447-3347 | 1.6 Account Number<br>05-95-92-922010-(4117, 4121, 1909)<br>05-95-92-921010-2053<br>05-95-42-421010-2958 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$3,365,852 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Suzanne Gaetjens-Oleson Date: 5/26/2023 | | 1.12 Name and Title of Contractor Signatory<br>Suzanne Gaetjens-Oleson Chief Executive Officer | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox Date: 5/30/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino | | On: 5/30/2023 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials: DS SGO
Date 5/26/2023

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

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

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

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

7. PERSONNEL.

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

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

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



Contractor Initials SGD

Date 5/26/2023

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

**9. TERMINATION.**

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

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

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

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

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

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

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

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

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

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

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



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

**14. INSURANCE.**

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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



Contractor Initials SGD

Date 5/26/2023

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

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

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

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

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

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

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



Contractor Initials SGD
Date 5/26/2023

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

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 1

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

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

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

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

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. System of Care Grant (SoC) Activities with the New Hampshire Department of Education (NH DOE)**

4.1. The Contractor shall participate in local comprehensive planning processes with the NH DOE, on topics and tools that include, but are not limited to:

4.1.1. Needs assessment.

4.1.2. Environmental scan.

4.1.3. Gaps analysis.

4.1.4. Financial mapping.

4.1.5. Sustainability planning.

4.1.6. Cultural linguistic competence plan.

4.1.7. Strategic communications plan.

4.1.8. SoC grant project work plan.

4.2. The Contractor shall participate in ongoing development of a Multi-Tiered System of Support for Behavioral Health and Wellness (MTS-B) within participating school districts.

4.3. The Contractor shall utilize evidence based practices (EBPs) that respond to identified needs within the community including, but not limited to:

4.3.1. MATCH-ADTC.

4.3.2. All EBPs chosen for grant project work that support participating school districts' MTS-B.

4.4. The Contractor shall maintain and strengthen collaborative, working relationships with participating school districts within the region which includes, but is not limited to:

4.4.1. Developing and utilizing a facilitated referral process.

4.4.2. Co-hosting joint professional development opportunities.

4.4.3. Identifying and responding to barriers to access for local families and youth.

4.5. The Contractor shall maintain an appropriate full time equivalent (FTE) staff who is a full-time, year-round School and Community Liaison. The Contractor shall:

4.5.1. Ensure the FTE staff is engaging on a consistent basis with each of the participating schools in the region in person or by remote access to support program implementation;

4.5.2. Hire additional staff positions to support effective implementation of a System of Care; and

4.5.3. Work with the identified school district; the Department; and the DOE to identify schools to be prioritized.

4.6. The Contractor shall provide appropriate supervisory, administrative and fiscal support to all project staff dedicated to SoC Grant Activities.

4.7. The Contractor shall designate staff to participate in locally convened District Community Leadership Team (DCLT) and all SoC Grant Activities-focused meetings, as deemed necessary by either NH DOE or the Department.

4.8. The Contractor shall actively participate in the SoC Grant Activities evaluation processes with the NH DOE, including collecting and disseminating qualitative and quantitative data, as requested by the Department.

4.9. The Contractor shall conduct National Outcomes Measures (NOMs) surveys on all applicable tier 3 supports and services to students and their families at the SoC grant project intervals, including baseline, 6 months and upon discharge.

4.10. The Contractor shall abide by all federal and state compliance measures and ensure SoC grant funds are expended on allowable activities and expenses, including, but not limited to a Marijuana (MJ) Attestation letter.

4.11. The Contractor shall maintain accurate records of all in-kind services from non-federal funds provided in support of SoC Grant Activities, in accordance with NH DOE guidance.

**5. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

5.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who

qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

5.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

5.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**6. Division for Children, Youth and Families (DCYF)**

6.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

**7. Crisis Services**

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

7.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

7.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

7.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

7.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

7.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

7.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

7.7.2. One (1) peer.

7.7.3. Telehealth access, and on-call psychiatry, as needed.

7.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

7.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

7.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.10.1. The location of the crisis.

7.10.2. The safety plan either developed over the phone or on record from prior contact(s).

7.10.3. Any accommodations needed.

7.10.4. Treatment history of the individual, if known.

7.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

7.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

7.11.2. Does not fulfill emergency medication refills.

7.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

7.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

7.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

7.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

7.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

7.16.1. Face-to-face assessments.

7.16.2. Disposition and decision making.

7.16.3. Initial care and safety planning.

7.16.4. Post crisis and stabilization services.

7.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

7.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

7.19.1.1. In or at the individual's home.

7.19.1.2. Community settings.

7.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

7.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

7.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

7.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

7.19.6.1. Obtaining the individual's mental health history including, but not limited to:

7.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.19.6.1.2. Substance misuse.

7.19.6.1.3. Social; familial and legal factors;

7.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

7.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

7.19.6.4. Conducting a mental status exam; and

7.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

7.19.7.1. Staying in place with:

7.19.7.1.1. Stabilization services.

7.19.7.1.2. A safety plan.

7.19.7.1.3. Outpatient providers;

7.19.7.2. Stepping up to crisis stabilization services or apartments.

7.19.7.3. Admission to peer respite or step-up/step-down program.

7.19.7.4. Admission to a crisis apartment.

7.19.7.5. Voluntary hospitalization.

7.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

7.19.7.7. Medical hospitalization.

7.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.20.1. Promoting recovery.

7.20.2. Building upon life, social and other skills.

7.20.3. Offering support.

7.20.4. Reviewing crisis and safety plans.

7.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

7.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

7.21.3. Provided in the individual and family home, if requested by the individual;

7.21.4. Implemented using methods that include, but are not limited to:

7.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

7.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

7.21.4.2.1. Cognitive Behavior Therapy (CBT).

7.21.4.2.2. Dialectical Behavior Therapy (DBT).

7.21.4.2.3. Solution-focused therapy.

7.21.4.2.4. Developing concrete discharge plans.

7.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

7.22.1. Ensure outreach and educational activities may include, but are not limited to:

7.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

7.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

7.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

7.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

7.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

7.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

7.22.2.4. Coordinating with homeless outreach services.

7.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.23.1. Determine availability of the Rapid Response Teams;

7.23.2. Facilitate response of dispatched teams; and

7.23.3. Resolve the immediate crisis episode.

7.24. The Contractor shall maintain connection to the designated resource tracking system.

7.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

7.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

7.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

7.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

7.26.2.1. Number of unique individuals who received services.

7.26.2.2. Date and time of mobile arrival; and

7.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

7.26.3.1. Diversions from hospitalizations.

7.26.3.2. Diversions from Emergency Rooms.

7.26.3.3. Services provided.

7.26.3.4. Location where services were provided.

7.26.3.5. Length of time service or services provided.

7.26.3.6. Whether law enforcement was involved for safety reasons.

7.26.3.7. Whether law enforcement was involved for other reasons.

7.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

7.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.26.3.10. Outcome of service provided, which may include but is not limited to:

7.26.3.10.1. Remained in home.

7.26.3.10.2. Hospitalization.

7.26.3.10.3. Crisis stabilization services.

7.26.3.10.4. Crisis apartment.

7.26.3.10.5. Emergency department.

7.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

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

8.1. The Contractor shall maintain one (1) full Adult ACT Team in Carroll County and two (2) Mini Adult ACT Teams in the Berlin and Littleton locations that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

8.1.2. The Carroll County Adult ACT Team is composed of seven (7) to twelve (12) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent certified peer specialist;

8.1.3. The Carroll County Adult ACT Team includes an individual trained to provide substance misuse support services including competency in providing co-occurring groups and individual sessions, and supported employment;

8.1.4. Caseloads for Carroll County Adult ACT Team serve no more than ten (10) individuals per Carroll County Adult ACT Team member, excluding the psychiatrist who will have no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department;

8.1.5. Berlin Mini Adult ACT Team shall consist of 1: 6.5 or more dedicated staff; and

8.1.6. Littleton Mini Adult ACT Team shall consist of 1: 5.4 or more dedicated staff.

8.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

8.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

8.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

8.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

8.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

8.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

8.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day

appointment with an Adult ACT Team member upon date of discharge.

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

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

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

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

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

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

8.4.4.2. An individual being referred for an ACT assessment;

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

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

8.4.6.1. Extended hospitalization or incarceration.

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

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

8.4.7.1. To exceed caseload size requirements; or

8.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**9. Evidence-Based Supported Employment**

9.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

9.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

9.6.1. Job development.

9.6.2. Work incentive counseling.

9.6.3. Rapid job search.

9.6.4. Follow along supports for employed individuals.

9.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

9.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

9.7.1. Work with the Department to identify solutions to meet the demand for services; and

9.7.2. Implement such solutions within 45 days.

9.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor shall ensure SE staff receive:

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

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

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

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

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

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

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

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

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

10.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals

who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**11. Coordinated Care and Integrated Treatment**

11.1. Primary Care

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

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

11.1.2.1. Monitor health;

11.1.2.2. Provide medical treatment as necessary; and

11.1.2.3. Engage in preventive health screenings.

11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

11.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

11.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Peer Supports

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

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

treatment engagement and connections with natural supports.

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

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

11.4. Transition of Care with MCO's

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

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

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

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

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

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

12.1.4. Meeting monthly with planning consultant for technical assistance.

**13. Deaf Services**

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

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

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

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

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

13.4.2. Care being shared across the regions; or

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

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

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

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

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

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

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

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

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

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

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

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

14.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

14.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

14.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**15. Pre-Admission Screening and Resident Review**

15.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

15.2. Upon request by the Department, the Contractor shall:

15.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

15.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

15.2.2.1. Requires nursing facility care; and

15.2.2.2. Has active treatment needs.

**16. Application for Other Services**

16.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

16.1.1. Medicaid.

16.1.2. Medicare.

16.1.3. Social Security Disability Income.

16.1.4. Veterans Benefits.

16.1.5. Public Housing.

16.1.6. Section 8 Subsidies.

16.1.7. Child Care Scholarship.

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

17.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

17.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested

by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**18. Quality Improvement**

18.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

18.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

18.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

18.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

18.3.1. Submit all required information in a format provided by the Department or contracted vendor;

18.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

18.3.3. Support all efforts of the Department to conduct the survey;

18.3.4. Promote survey participation of individuals sampled to participate; and

18.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

18.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

18.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**19. Maintenance of Fiscal Integrity**

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

19.1.1. Balance Sheet;

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

19.1.2.1. All revenue sources and expenditures; and

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

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

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

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

19.1.4. Cash Flow Statement.

19.2. 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.

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

19.3.1. Days of Cash on Hand:

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

19.3.1.2. 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.

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

19.3.2. Current Ratio:

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

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

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

19.3.3. Debt Service Coverage Ratio:

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

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

19.3.3.3. 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.

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

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

19.3.4. Net Assets to Total Assets:

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

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

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

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

19.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1; with a 20% variance allowed.

19.4. In the event that the Contractor does not meet either:

19.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

19.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

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

19.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

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

19.5.1. 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.

19.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

19.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

19.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

19.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**20. Reduction or Suspension of Funding**

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

20.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

20.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

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

20.3.2. Crisis services for all individuals.

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

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

**21. Elimination of Programs and Services by Contractor**

21.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

21.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

21.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

21.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

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

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

**22. Data Reporting**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22.7. The Contractor shall meet the following standards:

22.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

22.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 23.8.

22.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

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

22.8.1. The waiver length shall not exceed 180 days.

22.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

22.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

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

22.8.4.1. Another plan; or

22.8.4.2. Other remedies, as specified by the Department.

**23. Privacy Impact Assessment**

23.1. 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:

23.1.1. How PII is gathered and stored;

23.1.2. Who will have access to PII;

23.1.3. How PII will be used in the system;

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

23.1.5. Privacy practices.

23.2. 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.

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

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 1.30% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.2. 98.25% General funds.
   1.3. .45% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

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

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

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

7.2. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 5,310.00 | $ 5,310.00 | $ 10,620.00 |
| Rapid Response Crisis Services | $ 993,188.00 | $ 993,188.00 | $ 1,986,376.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 480,000.00 | $ 480,000.00 | $ 960,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 12,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| System of Care 2.0 | $ 263,028.00 | $ - | $ 263,028.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,828.00 | $ - | $ 43,828.00 |
| Total | $ 1,838,854.00 | $ 1,526,998.00 | $ 3,365,852.00 |

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

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $480,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $12,500 |

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

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

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

7.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

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

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

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

| | |
|---|---|
| School Liaison and Supervisory Positions & Benefits | $130,000.00 |
| Program Staff Travel | $12,075.00 |
| Program Office Supplies, Copying and Postage | $8,700.00 |
| Implementation Science and MATCH-ADTC Training for CMHC staff | $7,500.00 |

| | |
|---|---|
| Professional development for CMHC staff in support of grant goals and deliverables | $30,000.00 |
| Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source | $60,000.00 |
| Indirect Costs (not to exceed 6%) | $14,753.00 |
| **Total** | **$263,028.00** |

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

7.12.1. The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

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

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

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

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

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

13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the 09 560

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

13.2.1. 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.

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

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

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Exhibit C-1 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| Contractor Name: | Northern Human Services | |
| Budget Request for: | Mental Health Services (Rapid Response) | |
| Budget Period | 7/1/2023-6/30/2024 | |
| Indirect Cost Rate (if applicable) | 0.100000222 | |
| | | |
| Line Item | Program Cost - Funded by DHHS | Program Cost - Contractor Share/ Match |
| 1. Salary & Wages | $671,000 | $30,000 |
| 2. Fringe Benefits | $195,500 | $10,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $1,500 | $200 |
| 6. Travel | $3,510 | $400 |
| 7. Software | $9,000 | $1,000 |
| 8. (a) Other - Marketing/ Communications | $4,000 | $400 |
| 8. (b) Other - Education and Training | $1,900 | $200 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $9,500 | $900 |
| Other (please specify) | $5,000 | $500 |
| Other (please specify) | $1,988 | $200 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $902,898 | $43,800 |
| | | |
| Total Indirect Costs | $90,290 | $4,380 |
| | | |
| TOTAL | $993,188 | $48,180 |

Contractor: SGD

SS-2024-DBH-01-MENTA-01

Date: 5/26/2023

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Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| Contractor Name: | Northern Human Services | |
| Budget Request for: | Mental Health Services (Rapid Response) | |
| Budget Period | 7/1/2024-6/30/2025 | |
| Indirect Cost Rate (if applicable) | 0.100000222 | |
| | | |
| Line Item | Program Cost - Funded by DHHS | Program Cost - Contractor Share/ Match |
| 1. Salary & Wages | $671,000 | $30,000 |
| 2. Fringe Benefits | $195,500 | $10,000 |
| 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 | $1,500 | $200 |
| 6. Travel | $3,510 | $400 |
| 7. Software | $9,000 | $1,000 |
| 8. (a) Other - Marketing/ Communications | $4,000 | $400 |
| 8. (b) Other - Education and Training | $1,900 | $200 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $9,500 | $900 |
| Other (please specify) | $5,000 | $500 |
| Other (please specify) | $1,988 | $200 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $902,898 | $43,800 |
| | | |
| Total Indirect Costs | $90,290 | $4,380 |
| | | |
| TOTAL | $993,188 | $48,180 |

Contractor: DS SGD

Date: 5/26/2023

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

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

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

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

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

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

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

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

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

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

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

Vendor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer



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

## CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

DS SGO
Vendor Initials
5/26/2023
Date

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

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

INSTRUCTIONS FOR CERTIFICATION

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



Contractor Initials SGD
Date 5/26/2023

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

DS
SGO
Contractor Initials
5/26/2023
Date

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

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

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

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

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

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

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

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

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

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

Contractor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Exhibit H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

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

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



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l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

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

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

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

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

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

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

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

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

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

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

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

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

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

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

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

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

(5) Termination for Cause

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

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

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

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Contractor Initials SGD

Date 5/26/2023

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

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

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

| | |
|---|---|
| Department of Health and Human Services | Northern Human Services. |
| The State | Name of the Contractor |
| Katja S. Fox | Suzanne Gaetjens-Oleson |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja S. Fox | Suzanne Gaetjens-Oleson |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | Chief Executive Officer |
| Title of Authorized Representative | Title of Authorized Representative |
| 5/30/2023 | 5/26/2023 |
| Date | Date |

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

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

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

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

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

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

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

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

Contractor Name: Northern Human Services

5/26/2023
Date

DocuSigned by:
Suzanne Gaetjens-Oleson
Name: Suzanne Gaetjens-Oleson
Title: Chief Executive Officer

## FORM A

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

1. The UEI (SAM.gov) number for your entity is: C12LWJKRHJM7

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

   X NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

### A. Definitions

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

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

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

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

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

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

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.



Contractor Initials DS SGD

Date 5/26/2023



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

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #3**

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on June 12, 2024 (Item #5A), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $6,844,174

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #3, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #3, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #3, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #3, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

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

State of New Hampshire
Department of Health and Human Services

6/4/2025
Date

Signed by:
Kaja Fox
2A0FEC7D61684F3...
Name: Kaja Fox
Title: Director

West Central Services, Inc. dba
West Central Behavioral Health

6/4/2025
Date

Signed by:
Lori Shibinette
6C007CF760C649E...
Name: Lori Shibinette
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

6/5/2025
Date

DocuSigned by:
Robyn Guarino
748734844941460
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 2.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

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

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

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

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. Division for Children, Youth and Families (DCYF)**

4.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

4.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**5. Crisis Services**

5.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

5.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

5.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

5.2.2. Included in Rapid Response reporting or data related to Rapid Response.

5.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

5.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 21, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

5.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

5.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

5.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

5.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

5.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

5.7. The Contractor must <u>not</u> refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

5.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

5.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 5.28.2.

5.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

5.9.1. Peer support specialists.

5.9.2. Bachelor's level provider.

5.9.3. Other Rapid Response crisis trained provider.

5.9.4. Master's level provider.

5.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

5.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

5.11.1. Case consultation;

5.11.2. Emergency medication management, as determined by the prescriber;

5.11.3. Telehealth or video evaluation; and

5.11.4. Conditional Discharge-Revocation Process.

5.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

5.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

5.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

5.14.1. The location of the crisis.

5.14.2. The safety plan either developed over the phone or on record from prior contact(s).

5.14.3. Any accommodations needed.

5.14.4. Treatment history of the individual, if known.

5.14.5. Does not fulfill emergency medication refills.

5.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

5.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

5.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

5.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

5.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

5.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

5.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

5.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

5.21.1. Subsequent deployment of a Rapid Response Team to the community.

5.21.2. Telehealth interventions including but not limited to phone, text, and video).

5.21.3. Stabilization appointments.

5.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

5.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

5.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

5.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

5.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration,

and/or institutionalization. The Contractor must ensure services include, but are not limited to:

5.25.1. Face-to-face assessments.

5.25.2. Disposition and decision-making.

5.25.3. Initial care and safety planning.

5.25.4. Post crisis and stabilization services.

5.25.5. Follow-up support.

5.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

5.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

5.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

5.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

5.28.1.1. In or at the individual's home.

5.28.1.2. Community settings.

5.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

5.28.2.1. Jails.

5.28.2.2. Schools.

5.28.2.3. Clinics.

5.28.2.4. Fire Departments.

5.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

5.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

5.28.4. Rapid Response Teams are prohibited from declining service due to distance.

5.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-l, provided no other available team has been identified by the Access Point;

5.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

5.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

5.28.7.1. Documented clinical rationale;

5.28.7.2. Administrative support; and

5.28.7.3. Phoenix reporting.

5.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

5.28.9. A face-to-face assessment as needed that includes, but is not limited to:

5.28.9.1. Assessment related to homicide and/or suicide risk.

5.28.9.2. Full mental health history including, but not limited to:

5.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

5.28.9.2.2. Substance use history.

5.28.9.2.3. Social, familial, environmental, and legal factors.

5.28.9.2.4. Presenting symptoms and onset of crisis.

5.28.9.3. Obtaining medication list, adherence to prescribed medications.

5.28.9.4. Brief medical history.

5.28.9.5. Mental status exam.

5.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

5.28.10.1. Staying in place with:

5.28.10.1.1. Stabilization services;

5.28.10.1.2. A safety plan; and/or

5.28.10.1.3. Follow-up with existing outpatient providers.

Initial LS

5.28.10.2. Stepping up to crisis stabilization services.

5.28.10.3. Admission to peer respite or step-up/step-down program.

5.28.10.4. Voluntary hospitalization.

5.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

5.28.10.6. Medical hospitalization.

5.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

5.29.1. Promoting recovery.

5.29.2. Building upon life, social, and other skills.

5.29.3. Offering support.

5.29.4. Reviewing crisis and safety plans.

5.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

5.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

5.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

5.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

5.30.3. Provided in the individual and family home, if requested by the individual;

5.30.4. Implemented using methods that include, but are not limited to:

5.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

5.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

5.30.4.2.1. Cognitive Behavior Therapy (CBT);

5.30.4.2.2. Dialectical Behavior Therapy (DBT);

5.30.4.2.3. Solution-focused therapy;

5.30.4.2.4. Developing concrete discharge plans; and

5.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

5.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

5.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

5.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

5.31.2. Engage in various outreach and educational activities including, but not limited to:

5.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

5.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

5.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

5.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

5.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

5.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

5.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

5.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

5.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

5.32.5. Coordinating with homeless outreach services.

5.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

5.33.1. Determine availability of the Rapid Response Teams;

5.33.2. Facilitate mobile response of dispatched teams; and

5.33.3. Resolve the immediate crisis episode.

5.34. The Contractor must maintain connection to the designated resource tracking system.

5.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

5.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

5.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

5.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

5.36.2.1. Number of unique individuals who received services.

5.36.2.2. Date and time of mobile arrival.

5.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

5.36.3.1. Diversions from hospitalizations.

5.36.3.2. Diversions from Emergency Rooms.

5.36.3.3. Services provided.

5.36.3.4. Location where services were provided.

5.36.3.5. Length of time service or services provided.

5.36.3.6. Whether law enforcement was involved for safety reasons.

5.36.3.7. Whether interpretation services or language support services were required.

5.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

5.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

5.36.3.10. Outcome of service provided, which may include, but is not limited to:

5.36.3.10.1. Remained in home.

5.36.3.10.2. Hospitalization.

5.36.3.10.3. Crisis stabilization services.

5.36.3.10.4. Crisis center services.

5.36.3.10.5. ED.

5.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

5.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

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

6.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

6.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

6.2. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

6.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

6.3. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

6.3.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

6.3.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

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

6.3.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

6.4. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

6.5. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

6.6. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

6.6.1. Extended hospitalization or incarceration.

6.6.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

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

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

6.7.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

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

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

**7. Individual Placement and Support - Supported Employment (IPS-SE)**

7.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

7.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

7.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

7.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

7.4.1. Work with the Department to identify solutions to meet the demand for services; and

7.4.2. Implement such solutions within 45 days.

7.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

7.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

7.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

7.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

7.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

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

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

**8. Critical Time Intervention**

8.1. Critical Time Intervention (CTI)

8.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

8.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

8.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

8.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

8.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

8.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

8.1.3.1. Individuals receive services over a period of nine (9) months;

8.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

8.1.3.3. Services decrease in intensity as the service period progresses.

8.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing

unethical conduct to the Department for review and approval before implementing any changes.

8.1.5. The Contractor must complete CTI program quality improvement reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

8.1.5.1. Revising or developing policies and procedures.

8.1.5.2. Participating in training.

8.1.5.3. Completing quality improvement plans in a format approved by the Department.

8.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

8.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

8.1.7.1. Individual and organizational challenges;

8.1.7.2. Progress; and

8.1.7.3. Opportunities.

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

8.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

8.1.8.2. Community Mental Health Centers, statewide.

8.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

8.1.8.4. Landlords.

8.1.8.5. Local Businesses.

8.1.8.6. Community Action Program agencies.

8.1.8.7. Peer Support Agencies.

8.1.8.8. Educational Institutions.

8.1.8.9. Public Assistance Agencies.

8.1.8.10. Local Welfare Offices.

8.1.8.11. Public Health Departments.

8.1.8.12. Transportation providers.

8.1.8.13. Faith-based organizations.

8.1.8.14. Refugee associations.

8.1.8.15. Health clubs.

8.1.8.16. Other social support organizations.

8.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

8.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

8.1.10.1. ED visits.

8.1.10.2. Inpatient services to resolve crisis as they arise.

8.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

8.1.10.4. Rapid Response.

8.1.10.5. The Doorways.

8.1.10.6. NH Peer Support Agencies

8.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

8.2. Pre-CTI Services

8.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

8.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

8.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

8.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

8.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

8.2.4.2. Meet with the individual as often as needed, to:

8.2.4.2.1. Assess their needs; and

8.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

8.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

8.2.5.1. Review the individual's treatment history;

8.2.5.2. Identify existing community supports; and

8.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

8.2.5.3.1. Income.

8.2.5.3.2. Access to health care, including:

8.2.5.3.2.1. Health care services;

8.2.5.3.2.2. Mental health services;

8.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

8.2.5.3.2.4. Insurance coverage.

8.2.5.3.3. Diet and exercise.

8.2.5.3.4. Education.

8.2.5.3.5. Employment.

8.2.5.3.6. Family and social supports.

8.2.5.3.7. Housing arrangements.

8.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

8.2.6.1. Documenting the individual's recovery and transition goals;

8.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

8.2.6.3. Assisting with linkages to community supports as necessary.

8.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

8.2.6.5. Identifying barriers to success; and

8.2.6.6. Providing assistance with barrier resolution.

8.3. Phase One (1) CTI Services

8.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

8.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

8.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

8.3.2.1.1. Health care appointments.

8.3.2.1.2. Mental health appointments.

8.3.2.1.3. Recovery and substance use treatment sessions.

8.3.2.1.4. Dental appointments.

8.3.2.1.5. Other appointments relative to life skills.

8.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

8.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

8.3.2.4. Attending meetings or appointments as requested by the individual.

8.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

8.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

8.4. Phase Two (2) CTI Services

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

8.4.2. The Contractor must reassess the individual's needs and update

the Phase Plan.

8.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

8.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

8.4.3.2. Assisting with self-advocacy.

8.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

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

8.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

8.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

8.4.7.1. Faith and/or spiritual programs.

8.4.7.2. Physical fitness programs.

8.4.7.3. Social clubs.

8.4.7.4. Creative art programming.

8.4.7.5. Education.

8.4.7.6. Employment.

8.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

8.5. Phase Three (3) CTI Services

8.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

8.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

8.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community

by developing a long-term plan to:

8.5.3.1. Manage their support network independently: and

8.5.3.2. Achieve recovery goals that remain outstanding.

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

8.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

8.5.5.1. Acknowledge achievements over the past 9 months; and

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

8.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

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

8.5.6.2. The individual's recovery and transition goals;

8.5.6.3. The individual's experience in CTI;

8.5.6.4. Initial Risk Assessment;

8.5.6.5. Barriers to the Intervention; and

8.5.6.6. A summary of the CTI Intervention.

8.6. CTI Program Inactive, Reactivated, and Closed Statuses

8.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

8.6.1.1. <u>Inactive Status</u>

8.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

8.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to

indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

8.6.1.1.3. The CTI Supervisor must:

8.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

8.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

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

8.6.1.2. Reactivated Status

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

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

8.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

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

8.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be

considered having completed and graduated from the program if they receive:

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

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

8.6.1.3. Closed Status

8.6.1.3.1. An individual must be considered closed if the individual:

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

8.6.1.3.1.2. Passed away;

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

8.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

8.6.1.3.1.5. Is incarcerated; or

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

8.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

8.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

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

8.7. CTI Supervisory Scope of Work

8.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

8.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

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

8.7.3.1. Bi-weekly documentation on required forms that include the:

8.7.3.1.1. Weighted caseload tracker;

8.7.3.1.2. Phase date form; and

8.7.3.1.3. CTI Team Supervision form; and

8.7.3.2. CTI worker's fidelity efforts; and

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

8.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

8.7.4.1. New Hampshire Hospital (NHH) Liaison

8.7.4.2. Designated Receiving Facility (DRF)

8.7.4.3. Crisis-related meeting representation and support.

8.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

8.8. CTI Flexible Needs

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

8.8.1.1. Groceries.

8.8.1.2. Transportation.

8.8.1.3. Childcare.

8.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

8.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

8.8.1.6. Other uses pre-approved in writing by the Department.

8.9. CTI Staffing

8.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

8.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

8.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

8.9.1.3. Two (2) Full Time Equivalent (FTE) CTI workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

8.9.1.4. One (1) 0.5 FTE CTI Supervisor.

8.9.2. The Contractor must ensure all CTI staff:

8.9.2.1. Complete the CTI model training;

8.9.2.2. Attend CTI Team meeting; and

8.9.2.3. Attend Community of Practice (CoP) meetings.

8.9.3. The Contractor must participate in training and skill deployment,

as requested by the Department, which includes:

8.9.3.1. A one (1) day CTI worker training;

8.9.3.2. A one (1) day CTI supervisor training;

8.9.3.3. Assist in co-facilitating CTI staff training;

8.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

8.9.3.5. Complementary trainings to CTI staff.

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

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

9.2. The Contractor may designate a different liaison for individuals being served through their children's services.

9.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

9.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

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

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

9.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

9.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

9.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

9.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

9.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**10. Coordinated Care and Integrated Treatment**

10.1. Primary Care

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

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

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

10.2. Substance Misuse Treatment, Care and/or Referral

10.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

10.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

10.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

10.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

10.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

10.3. Area Agencies

10.3.1. The Contractor must collaborate with the Area Agency that serves the region to address processes that include:

10.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

10.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

10.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

10.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

10.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V-TR;

10.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

10.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

10.4. Peer Supports

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

10.4.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

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

10.4.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

10.5. Transition of Care with MCO's

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

**11. Deaf Services**

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

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

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

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

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

11.4.2. Care being shared across the regions; or

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

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

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

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

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

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

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

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

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

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

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

12.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

12.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

12.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

12.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than ~~six~~ (6)

months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**13. Pre-Admission Screening and Resident Review**

13.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

13.2. Upon request by the Department, the Contractor must:

13.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

13.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

13.2.2.1. Requires nursing facility care; and

13.2.2.2. Has active treatment needs.

**14. Application for Other Services**

14.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

14.1.1. Medicaid.

14.1.2. Medicare.

14.1.3. Social Security Disability Income.

14.1.4. Veterans Benefits.

14.1.5. Public Housing.

14.1.6. Section 8 Subsidies.

14.1.7. Child Care Scholarship.

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

15.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

15.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be

determined by the Department, and will occur no less than once every five (5) years.

**16. Quality Improvement**

16.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

16.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

16.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

16.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

16.3.1. Submit all required information in a format provided by the Department or contracted vendor.

16.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

16.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

16.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

16.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

16.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

16.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**17. Maintenance of Fiscal Integrity**

17.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

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

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

17.1.2.1. All revenue sources and expenditures; and

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

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

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

17.1.3.2. A budget column allowing for budget to actual analysis.

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

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

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

17.3.1. Days of Cash on Hand:

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

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

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

17.3.2. Current Ratio:

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

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

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

17.3.3. Debt Service Coverage Ratio:

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

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

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

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

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

17.3.4. Net Assets to Total Assets:

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

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

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

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

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

17.4. In the event that the Contractor does not meet either:

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

17.4.2. 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:

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

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

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

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

17.6. The Contractor must inform the Department by phone and by email within 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.

17.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

17.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

17.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**18. Reduction or Suspension of Funding**

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

18.1.1. 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.

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

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

18.1.2.2. Crisis services for all individuals.

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

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

**19. Elimination of Programs and Services by Contractor**

19.1. Not including service reductions collaboratively addressed in Section 18. 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.

19.2. 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.

19.3. 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.

**20. Closed Loop Referral System**

20.1. 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.

20.2. 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.

20.2.1. 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.

**21. Data Reporting**

21.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

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

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

21.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

21.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expects updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable

to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

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

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

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

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

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

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

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

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

21.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

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

21.7. The Contractor must meet the following standards:

21.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

21.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

21.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

21.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

21.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

21.9.1. The exemption length shall not exceed 180 days.

21.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

21.9.3. The Contractor must implement the Department-approved corrective action plan.

21.9.4. Failure by the Contractor to implement the correction action plan may require:

21.9.4.1. An additional corrective action plan; or

21.9.4.2. Other remedies as specified by the Department.

**22. Background Checks**

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

22.1.1. 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;

22.1.2. 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

22.1.3. 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.

**23. Confidential Data**

23.1. 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.

23.2. 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.

**24. Privacy Impact Assessment**

24.1. 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:

24.1.1. How PII is gathered and stored;

24.1.2. Who will have access to PII;

24.1.3. How PII will be used in the system;

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

24.1.5. Privacy practices.

24.2. 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.

**25. Department Owned Devices, Systems and Network Usage**

25.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

25.1.1. 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;

25.1.2. 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;

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

25.1.4. 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;

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

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

25.1.7. 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."

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

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

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

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

25.1.9.3. 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."

25.1.10. 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:

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

25.1.10.2. 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.

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

25.1.11. 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.

25.1.12. 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.

25.1.13. Workspace Requirement

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

**26. Contract End-of-Life Transition Services**

26.1. General Requirements

26.1.1. 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.

26.1.2. 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.

26.1.3. 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.

26.1.4. 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.

26.1.5. 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.

26.1.6. 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.

26.2. Completion of Transition Services

26.2.1. 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.

26.2.2. 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.

26.3. Disagreement over Transition Services Results

26.3.1. 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.

**27. Exhibits Incorporated**

27.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

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

27.3. 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 I, Business Associate Agreement, which has been executed by the parties.

**28. Additional Terms**

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

28.1.1. 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.

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

28.2.1. The Contractor must submit:

28.2.1.1. 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.

28.2.1.2. 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

28.2.1.3. 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).

28.3. **Credits and Copyright Ownership**

28.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

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

28.3.3. 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.

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

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

28.4.1. 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.

28.5. **Eligibility Determinations**

28.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

28.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**29. Records**

29.1. The Contractor must keep records that include, but are not limited to:

29.1.1. 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.

29.1.2. 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 including, but not limited to, 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.

29.1.3. 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.

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

29.2. 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.

29.3. 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**
**Mental Health Services**

# EXHIBIT C – Amendment #3

## Payment Terms

1. This Agreement is funded by:
   1.1. 0.37% Federal funds, Block Grants for Community Mental Health Services, as awarded on 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM090358.
   1.2. 99.26% General funds.
   1.3. 0.37% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #3, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.
5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of

service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

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

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment 3, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 7,080.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 1,176,094.00 | $ 1,176,094.00 | $ 1,176,094.00 | $ 1,176,094.00 | $ 4,704,376.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ - | $ - | $ - | $ - | $ - |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | | | $ 5,300.00 |
| Critical Time Intervention | $ - | $ - | $ 181,406.00 | $ 181,406.00 | $ 362,812.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | **$ 1,455,664.00** | **$ 1,445,364.00** | **$ 1,882,873.00** | **$ 1,887,873.00** | **$ 6,671,774.00** |
| From SFY24-27 | $ 1,455,664.00 | $ 1,445,364.00 | $ 1,882,873.00 | $ 1,887,873.00 | $ 6,671,774.00 |
| Difference | $ - | $ - | $ - | $ - | |
| SFY2023 | $ 172,400.00 | | | | $ 172,400.00 |

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #3, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings;

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 5. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1)<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Behavioral Health Services Information System (BHSIS)

6.6.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.6.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.6.1.2. Software or training purchases aimed at improving data collection; and

6.6.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.6.2. Supporting Documentation Requirements

6.6.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.6.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.6.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.6.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #3, Scope of Services. The breakdown of this fundingis outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

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

6.9. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #3, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.10. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.10.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.10.1.1, Rate Table, which are rates set for the term of the contract.

**6.10.1.1. Rate Table**

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

6.10.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Section 6.10.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #3, Scope of Services, which include:

6.10.2.1. CTI worker salaries and benefits;

6.10.2.2. CTI supervisor salaries and benefits; and

6.10.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.10.3. If the actual costs incurred for providing services in Exhibit B – Amendment #3, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Section 6.10.1.1., then:

6.10.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.10.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-5, Budget – Amendment #3, over the term of the Agreement.

6.10.4. If the actual costs incurred for providing services in Exhibit B – Amendment #3, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.10.1.1., then:

6.10.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.10.1.1., and the actual amounts of expenses incurrred.

6.10.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.10.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.10.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.10.1.1 have been met for each individual identified on the invoice.

6.10.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.10.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.10.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-5, Budget – Amendment #3. The Contractor shall ensure flexible funding expenditures incurred are:

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

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

6.10.7.3. Not disbursed as gift cards or gift certificates;

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

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

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

6.10.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

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

6.10.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-5, Budget – Amendment #3, and meet criteria as outlined by the Department at the time of application.

6.10.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

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

6.10.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.10.9.2.1. Table 2**

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

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

6.10.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.10.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

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

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   7.3. Identifies and requests payment for allowable costs incurred in the previous month.

   7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   7.5. Supporting documentation shall be labeled by line item.

   7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

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

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

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

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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**

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

**Budget Request for:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 14.95%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $813,100 | $132,900 | $814,800 | $141,200 |
| 2. Fringe Benefits | $130,226 | $0 | $130,226 | $0 |
| 3. Consultants | $1,920 | $0 | $1,920 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $3,700 | $0 | $3,750 | $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 | $4,000 | $0 | $4,200 | $0 |
| 6. Travel | $5,600 | $0 | $6,200 | $0 |
| 7. Software | $0 | $0 | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $20,000 | $0 | $12,934 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Occupancy* | $38,800 | $0 | $43,000 | $0 |
| *Telecommunications* | $5,600 | $0 | $5,900 | $0 |
| *Insurance* | $0 | $0 | $0 | $0 |
| *Postage* | $228 | $0 | $250 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $1,023,173 | $132,900 | $1,023,180 | $141,200 |
| Total Indirect Costs | $152,921 | $0 | $152,914 | $0 |
| ***Subtotals*** | **$1,176,094** | **$132,900** | **$1,176,094** | **$141,200** |
| | | | **Total** | **#** |

Initial

Contractor Initials: LS

Date: 6/4/2025

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

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

**Budget Request for:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 15%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $142,146 | $493,323 | $138,473 | $516,077 |
| 2. Fringe Benefits | $35,770 | $126,230 | $38,800 | $147,200 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $574 | $2,026 | $605 | $2,295 |
| 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 | $1,016 | $3,584 | $1,064 | $4,036 |
| 6. Travel | $3,312 | $11,688 | $3,442 | $13,058 |
| 7. Software | $0 | $0 | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $110 | $390 | $104 | $396 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Insurance* | $0 | $8,182 | $0 | $9,101 |
| *Postage* | $82 | $288 | $81 | $309 |
| *Occupancy* | $11,702 | $41,298 | $12,099 | $45,901 |
| *Telecommunications* | $1,016 | $3,584 | $1,064 | $4,036 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $195,727 | $690,593 | $195,732 | $742,409 |
| Total Indirect Costs | $29,273 | $103,285 | $29,269 | $111,017 |
| ***Subtotals*** | **$225,000** | **$793,878** | **$225,000** | **$853,426** |
| | | | **Total** | **$ 2,097,304** |

Initial

Contractor Initials: LS

Date: 6/4/2025

Exhibit C-5, Budget - Amendment #3

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

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

**Budget Request for:** Critical Time Intervention

**Budget Period:** SFY2026 - SFY2027

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $4,000 | $4,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $177,406 | $177,406 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $181,406 | $181,406 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$181,406** | **$181,406** |
| | **TOTAL** | **$362,812** |

Contractor Initials: LS (Initial)



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 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: CB16BA6F-41F3-4256-8CA4-E6165E7B56F1

# 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: CB16BA6F-41F3-4256-8CA4-E6165E7B56F1

**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: CB16BA6F-41F3-4256-8CA4-E6165E7B56F1

# 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**<br>MARSH USA, LLC.<br>99 HIGH STREET<br>BOSTON, MA 02110<br>Attn: Boston.certrequest@Marsh.com<br><br>CN102105463--gaup-24-25 | **CONTACT NAME:**<br>**PHONE (A/C, No, Ext):** **FAX (A/C, No):**<br>**E-MAIL ADDRESS:** |
| **INSURED**<br>West Central Services, Inc<br>dba West Central Behavioral Health<br>85 Mechanic St., Suite C2-1 Box A-10<br>Lebanon, NH 03766 | **INSURER(S) AFFORDING COVERAGE** — **NAIC #**<br>**INSURER A :** Philadelphia Indemnity Insurance Company — 18058<br>**INSURER B :**<br>**INSURER C :**<br>**INSURER D :**<br>**INSURER E :**<br>**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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | PHPK2617854 | 11/01/2024 | 11/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY / SCHEDULED AUTOS<br>HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY | | | PHPK2617853 | 11/01/2024 | 11/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB [X] CLAIMS-MADE<br>DED [ ] RETENTION $ | | | PHUB886972 | 11/01/2024 | 11/01/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | PER STATUTE / OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$<br>$<br>$ |
| A | Healthcare Professional Liability -Claims Made | | | PHPK2617854 | 11/01/2024 | 11/01/2025 | Each Claim:<br>Aggregate: | 1,000,000<br>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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ACORD®

# 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<br>48 Harris Place<br>PO Box 820<br>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 |
| | INSURER B : | |
| | INSURER C : | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

INSURED
West Central Services Inc.
DBA West Central Behavioral Health
85 Mechanic Street, Suite C2-1
Lebanon NH 03766

**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<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>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.

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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 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***

**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

- 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

# 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.

**Director** 2001-2023

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

**Supervisor, Family Specialist and Child Case Manager Program /Child Clinician** 1998-2000

- Provided clinical supervision to staff.
- Responsible for the administrative oversight of the programs.
- Provide individual, group and family therapy to children and their families

**Family Specialist** 1997-1998

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

**DARTMOUTH COLLEGE**, Lebanon, NH
**Independent Consultant** 2021

- Worked with a team of doctors, psychologists and researchers on the year-long Levy Health Care Delivery Incubator Project, "Accelerating recovery through enhanced psychiatric boarding of pediatric patients".

**NEW ENGLAND COLLEGE**, Henniker, NH
**Adjunct Faculty**, Graduate Program 2006-2014

- Taught Internship Seminar I, II, III, and Group Psychotherapy, during the periods that the program had a Lebanon cohort.

**FRANKLIN PIERCE COLLEGE**
**Adjunct Faculty**, Undergraduate Program 2000

- Taught Introduction to Social Work.

## EDUCATION AND TRAINING

**UNIVERSITY OF NEW HAMPSHIRE**, Durham, NH 1997
Master of Social Work

**KEENE STATE COLLEGE**, Keene, NH 1992
Bachelor of Art in Psychology

## CERTIFICATIONS

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

# LORI SHIBINETTE

RN, NHA, MBA

## CONTACT


[redacted]
[redacted]
[redacted]
in [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.

# 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

# 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.

# 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

## 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

# 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

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

## EDUCATION & PROFESSIONAL CREDENTIALS

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

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

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

OSHA 10-Hour General Industry certification

## PROFESSIONAL HR AFFILIATIONS

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

## NH Department of Health and Human Services

# KEY PERSONNEL

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

**Job descriptions not required for vacant positions.**

**Contractor Name:** **West Central Services, Inc. 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*

ARC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

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

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23<br>(Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23<br>(Item #31)<br>A1: 6/12/24<br>(Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23<br>(Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23<br>(Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

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

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

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

The Department will continue to monitor services by:

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

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

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

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

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on June 12, 2024 (Item #5A), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

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

1. Modify Exhibit C, Payment Terms, Section 7.5, to read:

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000. |

2. Modify Exhibit C, Payment Terms, Section 7.7., to read:

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

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

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

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

State of New Hampshire
Department of Health and Human Services

2/14/2025
Date

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

West Central Services, Inc.
DBA West Central Behavioral Health

2/13/2025
Date

Signed by:
Lori Shibinette
Name: Lori Shibinette
Title: Chief Executive Officer

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

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
7487A8A4A941460...
Name: Robyn Guarino
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

DocuSign Envelope ID: 22783F89-ECBE-4977-8F48-C94CDAC44757

ARC

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

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

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

May 17, 2024

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

**REQUESTED ACTION**

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

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

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

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

**EXPLANATION**

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

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

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

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

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The Department will continue to monitor services by:

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

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

Respectfully submitted,

for Lori A. Weaver
Commissioner

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

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

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

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

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

1. Modify Exhibit B, Scope of Services; Section 10 title, with no change to the rest of the section, to read:

   10. Certified Community Behavioral Health Clinic (CCBHC) Planning

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

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

State of New Hampshire
Department of Health and Human Services

5/22/2024
Date

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

West Central Services, Inc.
DBA West Central Behavioral Health

5/22/2024
Date

DocuSigned by:
Robert Gonyo
Name: Robert Gonyo
Title: CFO

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

OFFICE OF THE ATTORNEY GENERAL

5/28/2024
Date

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

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01 '23 AM10:49 RCV

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
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May 23, 2023

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

**REQUESTED ACTION**

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

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

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

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

**See attached fiscal details.**

**EXPLANATION**

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

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

Approximately 20,700 individuals will be served annually.

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

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

The Department will monitor services by:

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

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

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

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

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

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

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

Northern Human Services (Vendor Code 177222-B004 )

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

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

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

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

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | *Subtotal* | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,990,708 | $0 | $30,990,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | Total Mental Health Data Collection | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

Attachment A
Financial Details

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

Attachment A
Financial Details

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Attachment A
Financial Details

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $48,020 | $0 | $48,020 |

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

Attachment A
Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 46108462 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 46108462 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

**FORM NUMBER P-37 (version 12/11/2019)**

**Subject: Mental Health Services SS-2024-DBH-01-MENTA-02**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

## GENERAL PROVISIONS

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>West Central Services, Inc.<br>DBA West Central Behavioral Health | | 1.4 Contractor Address<br>9 Hanover Street, Suite 2<br>Lebanon, NH 03766 | |
| 1.5 Contractor Phone Number<br>(603) 448-0126 | 1.6 Account Number<br>05-95-92-922010-(4117,412)<br>05-95-92-921010-2053<br>05-95-42-421010-2958 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$3,073,428 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Roger Osmun<br>Date: 5/23/2023 | | 1.12 Name and Title of Contractor Signatory<br>Roger Osmun — President and CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>Date: 5/24/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox — Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino | | On: 5/24/2023 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C item number: | | G&C Meeting Date: | |



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Date 5/23/2023

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



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Date 5/23/2023

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3 No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



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Date 5/23/2023

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



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Contractor Initials

Date 5/23/2023

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 2.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

**3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. Division for Children, Youth and Families (DCYF)**

4.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

4.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

**5. Crisis Services**

5.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

5.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

5.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

5.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

5.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

5.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

5.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

5.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

5.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

5.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

5.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

5.7.2. One (1) peer.

5.7.3. Telehealth access, and on-call psychiatry, as needed.

5.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

5.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

5.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response

Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

5.10.1. The location of the crisis.

5.10.2. The safety plan either developed over the phone or on record from prior contact(s).

5.10.3. Any accommodations needed.

5.10.4. Treatment history of the individual, if known.

5.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

5.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

5.11.2. Does not fulfill emergency medication refills.

5.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

5.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

5.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

5.15. The Contractor shall ensure a rapid response team is available, twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

5.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

5.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

5.16.1. Face-to-face assessments.

5.16.2. Disposition and decision making.

5.16.3. Initial care and safety planning.

5.16.4. Post crisis and stabilization services.

5.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

5.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

5.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

5.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

5.19.1.1. In or at the individual's home.

5.19.1.2. Community settings.

5.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

5.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

5.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

5.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

5.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

5.19.6.1. Obtaining the individual's mental health history including, but not limited to:

5.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

5.19.6.1.2. Substance misuse.

5.19.6.1.3. Social, familial and legal factors;

5.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

5.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

5.19.6.4. Conducting a mental status exam.

5.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

5.19.7.1. Staying in place with:

5.19.7.1.1. Stabilization services.

5.19.7.1.2. A safety plan.

5.19.7.1.3. Outpatient providers;

5.19.7.2. Stepping up to crisis stabilization services or apartments.

5.19.7.3. Admission to peer respite or step-up/step-down program.

5.19.7.4. Admission to a crisis apartment.

5.19.7.5. Voluntary hospitalization.

5.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

5.19.7.7. Medical hospitalization.

5.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

5.20.1. Promoting recovery.

5.20.2. Building upon life, social and other skills.

5.20.3. Offering support.

5.20.4. Reviewing crisis and safety plans.

5.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

5.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

5.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

5.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

5.21.3. Provided in the individual and family home, if requested by the individual;

5.21.4. Implemented using methods that include, but are not limited to:

5.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

5.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

5.21.4.2.1. Cognitive Behavior Therapy (CBT).

5.21.4.2.2. Dialectical Behavior Therapy (DBT).

5.21.4.2.3. Solution-focused therapy.

5.21.4.2.4. Developing concrete discharge plans.

5.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

5.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

5.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

5.22.1. Ensure outreach and educational activities may include, but are not limited to:

5.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

5.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

5.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

5.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

5.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

5.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

5.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

5.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

5.22.2.4. Coordinating with homeless outreach services.

5.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

5.23.1. Determine availability of the Rapid Response Teams;

5.23.2. Facilitate response of dispatched teams; and

5.23.3. Resolve the immediate crisis episode.

5.24. The Contractor shall maintain connection to the designated resource tracking system.

5.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

5.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

5.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

5.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

5.26.2.1. Number of unique individuals who received services.

5.26.2.2. Date and time of mobile arrival; and

5.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

5.26.3.1. Diversions from hospitalizations.

5.26.3.2. Diversions from Emergency Rooms.

5.26.3.3. Services provided.

5.26.3.4. Location where services were provided.

5.26.3.5. Length of time service or services provided.

5.26.3.6. Whether law enforcement was involved for safety reasons.

5.26.3.7. Whether law enforcement was involved for other reasons.

5.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

5.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

5.26.3.10. Outcome of service provided, which may include but is not limited to:

5.26.3.10.1. Remained in home.

5.26.3.10.2. Hospitalization.

5.26.3.10.3. Crisis stabilization services.

5.26.3.10.4. Crisis apartment.

5.26.3.10.5. Emergency department.

5.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to-face intervention, as identified through Phoenix encounter data.

**6. Adult Assertive Community Treatment (ACT) Teams**

6.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

6.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

6.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

6.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

6.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

6.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

6.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

6.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

6.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

6.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

6.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services

for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

6.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

6.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

6.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

6.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

6.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

6.4.4. Make a referral for an ACT assessment within (7) days of:

6.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

6.4.4.2. An individual being referred for an ACT assessment;

6.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

6.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

6.4.6.1. Extended hospitalization or incarceration.

6.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

6.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

6.4.7.1. To exceed caseload size requirements; or

6.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**7. Evidence-Based Supported Employment**

7.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

7.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

7.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

7.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

7.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

7.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

7.6.1. Job development.

7.6.2. Work incentive counseling.

7.6.3. Rapid job search.

7.6.4. Follow along supports for employed individuals.

7.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

7.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

7.7.1. Work with the Department to identify solutions to meet the demand for services; and

7.7.2. Implement such solutions within 45 days.

7.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

7.9. The Contractor shall ensure SE staff receive:

7.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

7.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS..

**8. Coordination of Care from Residential or Psychiatric Treatment Facilities**

8.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

8.1.1. Designate a different liaison for individuals being served through their children's services.

8.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

8.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

8.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

8.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

8.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests

an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

8.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

8.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

8.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

8.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**9. Coordinated Care and Integrated Treatment**

9.1. Primary Care

9.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

9.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

9.1.2.1. Monitor health;

9.1.2.2. Provide medical treatment as necessary; and

9.1.2.3. Engage in preventive health screenings.

9.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

9.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

9.2. Substance Misuse Treatment, Care and/or Referral

9.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

9.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

9.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

9.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

9.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

9.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

9.3. Area Agencies

9.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

9.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

9.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

9.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

9.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

9.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

9.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

9.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.4. Peer Supports

9.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

9.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore

treatment engagement and connections with natural supports.

9.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

9.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

9.5. Transition of Care with MCO's

9.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**10. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)**

10.1. The Contractor shall participate in CCBHC planning activities that include:

10.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

10.1.2. Attending two (2) learning communities on a monthly basis;

10.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

10.1.4. Meeting monthly with planning consultant for technical assistance.

10.2. Certified Community Behavioral Health Clinic (CCBHC) Planning:

10.2.1. The Contractor shall allocate time (up to 0.5FTE) for the Contractor's assigned staff, as approved by the Department, to work with DHHS to co-lead and implement CCBHC workgroups, assist with the development of quality activities and designation standards and processes.

**11. Deaf Services**

11.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

11.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

11.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

11.4. The Contractor shall ensure services are person-directed, which may result in:

11.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

11.4.2. Care being shared across the regions; or

11.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**12. CANS/ANSA or Other Approved Assessment**

12.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

12.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

12.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

12.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

12.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

12.3.1. Utilized to develop an individualized, person-centered treatment plan;

12.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

12.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

12.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

12.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

12.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

12.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

12.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**13. Pre-Admission Screening and Resident Review**

13.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

13.2. Upon request by the Department, the Contractor shall:

13.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

13.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

13.2.2.1. Requires nursing facility care; and

13.2.2.2. Has active treatment needs.

**14. Application for Other Services**

14.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

14.1.1. Medicaid.

14.1.2. Medicare.

14.1.3. Social Security Disability Income.

14.1.4. Veterans Benefits.

14.1.5. Public Housing.

14.1.6. Section 8 Subsidies.

14.1.7. Child Care Scholarship.

**15. Community Mental Health Program (CMHP) Status**

15.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

15.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**16. Quality Improvement**

16.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

16.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

16.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

16.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

16.3.1. Submit all required information in a format provided by the Department or contracted vendor;

16.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

16.3.3. Support all efforts of the Department to conduct the survey;

16.3.4. Promote survey participation of individuals sampled to participate; and

16.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

16.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

16.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**17. Maintenance of Fiscal Integrity**

17.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

17.1.1. Balance Sheet;

17.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

17.1.2.1. All revenue sources and expenditures; and

17.1.2.2. A budget column allowing for budget to actual analysis;

17.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

17.1.3.1. All revenue sources and all related expenditures for the Program; and

17.1.3.2. A budget column allowing for budget to actual analysis; and

17.1.4. Cash Flow Statement.

17.2. The Contractor must ensure all financial statements are prepared based on the accrual method of accounting and include all the Contractor's total revenues and expenditures, whether or not generated by or resulting from funds provided pursuant to this Agreement.

17.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

17.3.1. Days of Cash on Hand:

17.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

17.3.1.2. Formula: Cash, cash equivalents and short-term investments divided by total operating expenditures, less depreciation/amortization and in-kind plus principal payments on debt divided by days in the reporting period. The short-term investments as used above must mature

within three (3) months and should not include common stock.

17.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

17.3.2. Current Ratio:

17.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

17.3.2.2. Formula: Total current assets divided by total current liabilities.

17.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

17.3.3. Debt Service Coverage Ratio:

17.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

17.3.3.2. Definition: The ratio of net income to the year to date debt service.

17.3.3.3. Formula: Net Income plus depreciation/amortization expense plus interest expense divided by year to date debt service (principal and interest) over the next twelve (12) months.

17.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

17.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

17.3.4. Net Assets to Total Assets:

17.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

17.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

17.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

17.3.4.4. Source of Data: The Contractor's monthly financial statements.

17.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

17.4. In the event that the Contractor does not meet either:

17.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

17.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

17.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

17.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

17.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

17.5.1. Provide additional information to ensure continued access to services as requested by the Department and ensure requested information is submitted to the Department in a timeframe agreed upon by both parties.

17.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

17.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

17.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

17.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**18. Reduction or Suspension of Funding**

18.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

18.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

18.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

18.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

18.3.2. Crisis services for all individuals.

18.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

18.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**19. Elimination of Programs and Services by Contractor**

19.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

19.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

19.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

19.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

19.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

19.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**20. Data Reporting**

20.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

20.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

20.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

20.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

20.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

20.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

20.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

20.6.2. Ensuring data files and records are consistent with reporting specification requirements.

20.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

20.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

20.6.5. Participating in Departmental efforts for system-wide data quality improvement.

20.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

20.6.6.1. All data is formatted in accordance with the file specifications;

20.6.6.2. No records will reject due to illegal characters or invalid formatting; and

20.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

20.7. The Contractor shall meet the following standards:

20.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

20.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 21.8.

20.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

20.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

20.8.1. The waiver length shall not exceed 180 days.

20.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

20.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

20.8.4. Failure of the Contractor to implement the plan may require:

20.8.4.1. Another plan; or

20.8.4.2. Other remedies, as specified by the Department.

**21. Privacy Impact Assessment**

21.1. Upon request, the Contractor must allow and assist the Department in conducting a Privacy Impact Assessment (PIA) of its system(s)/application(s)/web portal(s)/website(s) or Department system(s)/application(s)/web portal(s)/website(s) hosted by the Contractor, if Personally Identifiable Information (PII) is collected, used, accessed, shared, or stored. To conduct the PIA the Contractor must provide the Department access to applicable systems and documentation sufficient to allow the Department to assess, at minimum, the following:

21.1.1. How PII is gathered and stored;

21.1.2. Who will have access to PII;

21.1.3. How PII will be used in the system;

21.1.4. How individual consent will be achieved and revoked; and

21.1.5. Privacy practices.

21.2. The Department may conduct follow-up PIAs in the event there are either significant process changes or new technologies impacting the collection, processing or storage of PII.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 99.51% General funds.
   1.2. .49% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.
6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented

Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 3,540.00 |
| Rapid Response Crisis Services | $ 1,176,094.00 | $ 1,176,094.00 | $ 2,352,188.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 450,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ - | $ - | $ - |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ 5,300.00 |
| Total | $1,455,664.00 | $1,445,364.00 | $ 2,901,028.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of

Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $12,500 |

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated

with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.8. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.9. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.10. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program | $5,000.00 |
| Indirect Costs (not to exceed 6%) | $300.00 |
| **Total** | **$5,300.00** |

7.11. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. Other

8.1. Certified Community Behavioral Health Clinic (CCBHC) Planning:

8.1.1. The Contractor shall allocate time (up to 0.5FTE) for the Contractor's assigned staff, as approved by the Department, to

work with DHHS to co-lead and implement CCBHC workgroups, assist with the development of quality activities and designation standards and processes. One-time SFY 2023 funds shall not exceed $150,000.

8.2. Data Improvements: One-time funds are available in SFY 2023 to implement data improvements and train staff in data collection and reporting in the program areas identified in the below table. Each component shall be paid in two installments. Half upon completion of work and the balance upon successful submission and validation of monthly Phoenix reports with the Department.

| Training Expense | Total Reimbursement |
|---|---|
| Rapid Response | $5,600 |
| Critical Time Intervention | $2,800 |
| Housing Bridge | $5,600 |
| Assertive Community Treatment (ACT) | $2,800 |
| Supported Employment | $5,600 |

9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

9.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

10. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

10.3. Identifies and requests payment for allowable costs incurred in the previous month.

10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | West Central Services, Inc. | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2023-6/30/2024 | |
| **Indirect Cost Rate (if applicable)** | 0.099597968 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $859,200 | $150,000 |
| 2. Fringe Benefits | $74,697 | $35,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $4,300 | $0 |
| 5.(a) Supplies - Educational | $0 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 |
| 5.(d) Supplies - Medical | $0 | $0 |
| 5.(e) Supplies Office | $7,350 | $0 |
| 6. Travel | $5,500 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $90,500 | $0 |
| Other (please specify) | $8,300 | $0 |
| Other (please specify) | $220 | $0 |
| Other (please specify) | $19,500 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,069,567 | $185,000 |
| | | |
| Total Indirect Costs | $106,527 | $0 |
| | | |
| TOTAL | $1,176,094 | $185,000 |

DS
RO
5/23/2023

RTG
5/10/2023

Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | West Central Services, Inc. | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2024-6/30/2025 | |
| **Indirect Cost Rate (if applicable)** | 0.099597968 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $859,200 | $150,000 |
| 2. Fringe Benefits | $74,697 | $35,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $4,300 | $0 |
| 5.(a) Supplies - Educational | $0 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 |
| 5.(d) Supplies - Medical | $0 | $0 |
| 5.(e) Supplies Office | $7,350 | $0 |
| 6. Travel | $5,500 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $90,500 | $0 |
| Other (please specify) | $8,300 | $0 |
| Other (please specify) | $220 | $0 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,069,567 | $185,000 |
| | | |
| Total Indirect Costs | $106,527 | $0 |
| | | |
| **TOTAL** | $1,176,094 | $185,000 |

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

**New Hampshire Department of Health and Human Services**
**Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: West Central Behavioral Health.

5/23/2023
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO



DS
RO
Contractor Initials
5/23/2023
Date

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3.of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Contractor Initials: KC

Date: 5/23/2023

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| Department of Health and Human Services | West Central Behavioral Health |
|---|---|
| The State | Name of the Contractor |
| Katja S. Fox | Roger Osmun |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja S. Fox | Roger Osmun |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | President and CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 5/24/2023 | 5/23/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: West Central Behavioral Health

5/23/2023
Date

DocuSigned by:
Roger Osmun
Name: Roger Osmun
Title: President and CEO

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: JMLYD2XN8RA6

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

Exhibit K

## DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

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

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $8,785,602

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/2025
Date

Signed by:
Kaja Fox
2A0FEC7D61684E3...
Name: Kaja Fox
Title: Director

The Lakes Region Mental Health Center, Inc.

6/4/2025
Date

DocuSigned by:
Margaret Pritchard
02FC77673CB24BE...
Name: Margaret Pritchard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2025
Date

DocuSigned by:
Robyn Guarino
74873484494146D...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 3.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

**2. System of Care for Children's Mental Health**

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Rehabilitation for Empowerment, Education, and Work ("RENEW") Sustainability**

4.1. The Contractor must provide the RENEW intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services in accordance with the University of New Hampshire (UNH) - Institute on Disability (IOD) model.

4.2. The Contractor must ensure RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1-3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the individuals.

4.3. The Contractor must obtain support and coaching as needed from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

5. **Division for Children, Youth and Families (DCYF)**

5.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**6. Crisis Services**

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

6.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

6.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

6.2.2. Included in Rapid Response reporting or data related to Rapid Response.

6.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

6.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 22, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

6.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

6.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF)

unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

6.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

6.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 6.28.2.

6.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

6.9.1. Peer support specialists.

6.9.2. Bachelor's level provider.

6.9.3. Other Rapid Response crisis trained provider.

6.9.4. Master's level provider.

6.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

6.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

6.11.1. Case consultation;

6.11.2. Emergency medication management, as determined by the prescriber;

6.11.3. Telehealth or video evaluation; and

6.11.4. Conditional Discharge Revocation Process.

6.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

6.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

6.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.14.1. The location of the crisis.

6.14.2. The safety plan either developed over the phone or on record from prior contact(s).

6.14.3. Any accommodations needed.

6.14.4. Treatment history of the individual, if known.

6.14.5. Does not fulfill emergency medication refills.

6.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

6.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

6.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

6.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

6.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

6.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

6.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

6.21.1. Subsequent deployment of a Rapid Response Team to the community.

6.21.2. Telehealth interventions including but not limited to phone, text, and video).

6.21.3. Stabilization appointments.

6.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

6.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

6.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

6.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

6.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration, and/or institutionalization. The Contractor must ensure services include, but are not limited to:

6.25.1. Face-to-face assessments.

6.25.2. Disposition and decision-making.

6.25.3. Initial care and safety planning.

6.25.4. Post crisis and stabilization services.

6.25.5. Follow-up support.

6.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

6.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

6.28.1.1. In or at the individual's home.

6.28.1.2. Community settings.

6.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

6.28.2.1. Jails.

6.28.2.2. Schools.

6.28.2.3. Clinics.

6.28.2.4. Fire Departments.

6.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

6.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

6.28.4. Rapid Response Teams are prohibited from declining service due to distance.

6.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-I, provided no other available team has been identified by the Access Point;

6.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

6.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

6.28.7.1. Documented clinical rationale;

6.28.7.2. Administrative support; and

6.28.7.3. Phoenix reporting.

6.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.28.9. A face-to-face assessment as needed that includes, but is not limited to:

6.28.9.1. Assessment related to homicide and/or suicide risk.

6.28.9.2. Full mental health history including, but not limited to:

6.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.28.9.2.2. Substance use history.

6.28.9.2.3. Social, familial, environmental, and legal factors.

6.28.9.2.4. Presenting symptoms and onset of crisis.

6.28.9.3. Obtaining medication list, adherence to prescribed medications.

6.28.9.4. Brief medical history.

6.28.9.5. Mental status exam.

6.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

6.28.10.1. Staying in place with:

6.28.10.1.1. Stabilization services;

6.28.10.1.2. A safety plan; and/or

6.28.10.1.3. Follow-up with existing outpatient providers.

6.28.10.2. Stepping up to crisis stabilization services.

6.28.10.3. Admission to peer respite or step-up/step-down program.

6.28.10.4. Voluntary hospitalization.

6.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

6.28.10.6. Medical hospitalization.

6.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.29.1. Promoting recovery.

6.29.2. Building upon life, social, and other skills.

6.29.3. Offering support.

6.29.4. Reviewing crisis and safety plans.

6.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

6.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

6.30.3. Provided in the individual and family home, if requested by the individual;

6.30.4. Implemented using methods that include, but are not limited to:

6.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

6.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

6.30.4.2.1. Cognitive Behavior Therapy (CBT);

6.30.4.2.2. Dialectical Behavior Therapy (DBT);

6.30.4.2.3. Solution-focused therapy;

6.30.4.2.4. Developing concrete discharge plans; and

6.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

6.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

6.31.2. Engage in various outreach and educational activities including, but not limited to:

6.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

6.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

6.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

6.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

6.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

6.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

6.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

6.32.5. Coordinating with homeless outreach services.

6.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.33.1. Determine availability of the Rapid Response Teams;

6.33.2. Facilitate mobile response of dispatched teams; and

6.33.3. Resolve the immediate crisis episode.

6.34. The Contractor must maintain connection to the designated resource tracking system.

6.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

6.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

6.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

6.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

6.36.2.1. Number of unique individuals who received services.

6.36.2.2. Date and time of mobile arrival.

6.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

6.36.3.1. Diversions from hospitalizations.

6.36.3.2. Diversions from Emergency Rooms.

6.36.3.3. Services provided.

6.36.3.4. Location where services were provided.

6.36.3.5. Length of time service or services provided.

6.36.3.6. Whether law enforcement was involved for safety reasons.

6.36.3.7. Whether interpretation services or language support services were required.

6.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

6.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.36.3.10. Outcome of service provided, which may include, but is not limited to:

6.36.3.10.1. Remained in home.

6.36.3.10.2. Hospitalization.

6.36.3.10.3. Crisis stabilization services.

6.36.3.10.4. Crisis center services.

6.36.3.10.5. ED.

6.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

6.38. Rapid Response Crisis Center

6.38.1. The Contractor must expand Rapid Response services while continuing to operate a drop-in Rapid Response Crisis Center (RRCC) at levels 1.1. up to and including 1.4. The Contractor must ensure the RRCC is:

6.38.1.1. Welcoming to and serves children, youth, families, and adults for up to 23 hours and 59 minutes within discrete 24 hour timeframes;

6.38.1.2. Open from 8:00 am to 8:00 pm, 5 calendar days a week at a minimum, with the goal of increasing to 24 hours, 7 calendar days a week as staffing permits;

6.38.1.3. Open to accept walk-ins and first-responder drop-offs from anywhere in the state;

6.38.1.4. Recovery-oriented and community-based;

6.38.1.5. Integrated and aligned with the existing Rapid Response system.

6.38.1.6. Following established workflows, protocols, and procedures developed collaboratively with the Department, including, but not limited to:

6.38.1.6.1. AP Dispatching process.

6.38.1.6.2. Drop-off process.

6.38.1.6.3. RR Team to Crisis Center transfers.

6.38.1.6.4. Walk-in Process.

6.38.1.6.5. Referrals process.

6.38.1.7. Able to accept transfers using the Department's identified dispatching software from NH Mobile Rapid Response Teams;

6.38.1.8. Able to accept dispatches from the Access Point using the department's identified dispatching software;

6.38.1.9. Able to provide referrals for ongoing services via the Department's identified closed loop referral software; and

6.38.1.10. Able to provide RRCC services including, but not limited to:

6.38.1.10.1. Peer supported services.

6.38.1.10.2. Functional support services.

6.38.1.10.3. Clinician support services.

6.38.1.10.4. Medical supported services as defined by the Department to include allied health professions up to and including DEA licensed provider.

6.38.2. The Contractor must collaborate with the Department to develop reporting metrics for software systems as identified by the Department, including, but not limited to:

6.38.2.1. Phoenix.

6.38.2.2. Dispatching software.

6.38.2.3. Closed Loop Referral software.

6.38.2.4. Other formats as identified by the Department.

6.38.3. The Contractor must submit associated data and metrics for the RRCC as part of standard monthly Phoenix reporting requirements.

6.38.4. The Contractor must meet quarterly with the Department, or as otherwise requested by the Department.

6.38.5. If the Contractor is not able to meet the RRCC standards described in Section 6.38. continuously for more than thirty (30) calendar days, the Contractor must notify the Department in writing within five (5) days.

**7. Adult Assertive Community Treatment (ACT) Teams**

7.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

7.2. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

7.3. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be

admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

7.3.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment; the individual must be placed on an ACT waitlist;

7.3.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

7.3.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

7.3.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

7.4. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

7.5. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

7.6. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

7.6.1. Extended hospitalization or incarceration.

7.6.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

7.7. The Contractor must report its level of staff compliance with the above listed requirements on a monthly basis in a format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor must:

7.7.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.7.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

7.7.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.7.4. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department.

**8. Individual Placement and Support - Supported Employment (IPS-SE)**

8.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

8.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

8.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

8.4.1. Work with the Department to identify solutions to meet the demand for services; and

8.4.2. Implement such solutions within 45 days.

8.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS-SE Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**9. Critical Time Intervention**

9.1. Critical Time Intervention (CTI)

9.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

9.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

9.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

9.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

9.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

9.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

9.1.3.1. Individuals receive services over a period of nine (9) months;

9.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

9.1.3.3. Services decrease in intensity as the service period progresses.

9.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval before implementing any changes.

9.1.5. The Contractor must complete CTI program quality improvement

reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

9.1.5.1. Revising or developing policies and procedures.

9.1.5.2. Participating in training.

9.1.5.3. Completing quality improvement plans in a format approved by the Department.

9.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

9.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

9.1.7.1. Individual and organizational challenges;

9.1.7.2. Progress; and

9.1.7.3. Opportunities.

9.1.8. The Contractor must establish and maintain effective working relationships with various local supports including, but not limited to:

9.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

9.1.8.2. Community Mental Health Centers, statewide.

9.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

9.1.8.4. Landlords.

9.1.8.5. Local Businesses.

9.1.8.6. Community Action Program agencies.

9.1.8.7. Peer Support Agencies.

9.1.8.8. Educational Institutions.

9.1.8.9. Public Assistance Agencies.

9.1.8.10. Local Welfare Offices.

9.1.8.11. Public Health Departments.

9.1.8.12. Transportation providers.

9.1.8.13. Faith-based organizations.

9.1.8.14. Refugee associations.

9.1.8.15. Health clubs.

9.1.8.16. Other social support organizations.

9.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

9.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

9.1.10.1. ED visits.

9.1.10.2. Inpatient services to resolve crisis as they arise.

9.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

9.1.10.4. Rapid Response.

9.1.10.5. The Doorways.

9.1.10.6. NH Peer Support Agencies

9.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

9.2. Pre-CTI Services

9.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

9.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

9.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

9.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

9.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

9.2.4.2. Meet with the individual as often as needed, to:

9.2.4.2.1. Assess their needs; and

9.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

9.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

9.2.5.1. Review the individual's treatment history;

9.2.5.2. Identify existing community supports; and

9.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

9.2.5.3.1. Income.

9.2.5.3.2. Access to health care, including:

9.2.5.3.2.1. Health care services;

9.2.5.3.2.2. Mental health services;

9.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

9.2.5.3.2.4. Insurance coverage.

9.2.5.3.3. Diet and exercise.

9.2.5.3.4. Education.

9.2.5.3.5. Employment.

9.2.5.3.6. Family and social supports.

9.2.5.3.7. Housing arrangements.

9.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

9.2.6.1. Documenting the individual's recovery and transition goals;

9.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

9.2.6.3. Assisting with linkages to community supports as necessary.

9.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

9.2.6.5. Identifying barriers to success; and

9.2.6.6. Providing assistance with barrier resolution.

9.3. Phase One (1) CTI Services

9.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

9.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

9.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

9.3.2.1.1. Health care appointments.

9.3.2.1.2. Mental health appointments.

9.3.2.1.3. Recovery and substance use treatment sessions.

9.3.2.1.4. Dental appointments.

9.3.2.1.5. Other appointments relative to life skills.

9.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

9.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

9.3.2.4. Attending meetings or appointments as requested by the individual.

9.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

9.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

9.4. Phase Two (2) CTI Services

9.4.1. The Contractor must provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

9.4.2. The Contractor must reassess the individual's needs and update the Phase Plan.

9.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

9.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

9.4.3.2. Assisting with self-advocacy.

9.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

9.4.5. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

9.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

9.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

9.4.7.1. Faith and/or spiritual programs.

9.4.7.2. Physical fitness programs.

9.4.7.3. Social clubs.

9.4.7.4. Creative art programming.

9.4.7.5. Education.

9.4.7.6. Employment.

9.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

9.5. Phase Three (3) CTI Services

9.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

9.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

9.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community by developing a long-term plan to:

9.5.3.1. Manage their support network independently: and

9.5.3.2. Achieve recovery goals that remain outstanding.

9.5.4. The Contractor must decrease the frequency and duration of

meetings in correlation with an increase in the individual's sustainable supports.

9.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

9.5.5.1. Acknowledge achievements over the past 9 months; and

9.5.5.2. Ensure the individual can function independently with their support network.

9.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

9.5.6.1. The steps the individual made that indicate their ability to manage their support network independently;

9.5.6.2. The individual's recovery and transition goals;

9.5.6.3. The individual's experience in CTI;

9.5.6.4. Initial Risk Assessment;

9.5.6.5. Barriers to the Intervention; and

9.5.6.6. A summary of the CTI Intervention.

9.6. CTI Program Inactive, Reactivated, and Closed Statuses

9.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

9.6.1.1. <u>Inactive Status</u>

9.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

9.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

9.6.1.1.3. The CTI Supervisor must:

9.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

9.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

9.6.1.1.3.3. Note the individual did not complete the program in the EHR.

9.6.1.2. Reactivated Status

9.6.1.2.1. An individual must be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

9.6.1.2.2. Once the individual is reactivated, the CTI Supervisor must reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

9.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

9.6.1.2.4. The CTI Coach must update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

9.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

9.6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

9.6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

9.6.1.3. Closed Status

9.6.1.3.1. An individual must be considered closed if the individual:

9.6.1.3.1.1. Moved out of state, or the catchment area;

9.6.1.3.1.2. Passed away;

9.6.1.3.1.3. Is hospitalized for an extended period of time as determined by the Contractor;

9.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

9.6.1.3.1.5. Is incarcerated; or

9.6.1.3.1.6. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's closing policy.

9.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

9.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

9.6.1.3.4. If the individual becomes eligible for CTI again, the Contractor must ensure they are allowed to receive the service.

9.7. CTI Supervisory Scope of Work

9.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

9.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

9.7.3. The Contractor must ensure the CTI Supervisor conducts bi-weekly one-on-one supervision with CTI workers. The Contractor must ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

9.7.3.1. Bi-weekly documentation on required forms that include the:

9.7.3.1.1. Weighted caseload tracker;

9.7.3.1.2. Phase date form; and

9.7.3.1.3. CTI Team Supervision form; and

9.7.3.2. CTI worker's fidelity efforts; and

9.7.3.3. CTI worker's barriers to securing community services and supports for CTI participants.

9.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

9.7.4.1. New Hampshire Hospital (NHH) Liaison

9.7.4.2. Designated Receiving Facility (DRF)

9.7.4.3. Crisis-related meeting representation and support.

9.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

9.8. CTI Flexible Needs

9.8.1. When no other payer is available, the Contractor must offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

9.8.1.1. Groceries.

9.8.1.2. Transportation.

9.8.1.3. Childcare.

9.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

9.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

9.8.1.6. Other uses pre-approved in writing by the Department.

9.9. CTI Staffing

9.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

9.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.3. Two (2) Full Time Equivalent (FTE) CTI workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

9.9.1.4. One (1) 0.5 FTE CTI Supervisor.

9.9.2. The Contractor must ensure all CTI staff:

9.9.2.1. Complete the CTI model training;

9.9.2.2. Attend CTI Team meeting; and

9.9.2.3. Attend Community of Practice (CoP) meetings.

9.9.3. The Contractor must participate in training and skill deployment, as requested by the Department, which includes:

9.9.3.1. A one (1) day CTI worker training;

9.9.3.2. A one (1) day CTI supervisor training;

9.9.3.3. Assist in co-facilitating CTI staff training;

9.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

9.9.3.5. Complementary trainings to CTI staff.

**10. Coordination of Care from Residential or Psychiatric Treatment Facilities**

10.1. The Contractor must designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community.

10.2. The Contractor may designate a different liaison for individuals being served through their children's services.

10.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

10.5. The Contractor must work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.6. The Contractor must make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar

days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**11. Coordinated Care and Integrated Treatment**

11.1. Primary Care

12.1.1. The Contractor must request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor must support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

11.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Area Agencies

11.3.1. The Contractor must collaborate with the Area Agency that serves the region to address processes that include:

11.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

11.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

11.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

11.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

11.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V-TR;

11.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

11.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

11.4. Peer Supports

11.4.1. The Contractor must actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

11.4.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and

use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

11.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

11.4.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

11.5. Transition of Care with MCO's

11.5.1. The Contractor must ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**12. Deaf Services**

12.1. The Contractor must work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

12.2. The Contractor must work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

12.3. The Contractor must ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

12.4. The Contractor must ensure services are person-directed, which may result in:

12.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

12.4.2. Care being shared across the regions; or

12.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**13. CANS/ANSA or Other Approved Assessment**

13.1. The Contractor must ensure all clinicians, with the exception of Rapid Response staff, providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

13.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

13.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence- based tool, if serving the adult population.

13.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

13.3. The Contractor must ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

13.3.1. Utilized to develop an individualized, person-centered treatment plan;

13.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

13.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

13.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

13.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

13.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

13.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**14. Pre-Admission Screening and Resident Review**

14.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

14.2. Upon request by the Department, the Contractor must:

14.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

14.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

14.2.2.1. Requires nursing facility care; and

14.2.2.2. Has active treatment needs.

**15. Application for Other Services**

15.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

15.1.1. Medicaid.

15.1.2. Medicare.

15.1.3. Social Security Disability Income.

15.1.4. Veterans Benefits.

15.1.5. Public Housing.

15.1.6. Section 8 Subsidies.

15.1.7. Child Care Scholarship.

**16. Community Mental Health Program (CMHP) Status**

16.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**17. Quality Improvement**

17.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

17.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

17.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

17.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

17.3.1. Submit all required information in a format provided by the Department or contracted vendor.

17.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

17.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

17.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

17.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

17.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

17.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**18. Maintenance of Fiscal Integrity**

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

18.1.1. Balance Sheet for the Contractor's entire organization including all related parties.

18.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis.

18.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

18.1.3.1. All revenue sources and all related expenditures for the Program; and

18.1.3.2. A budget column allowing for budget to actual analysis.

18.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

18.2. 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.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

18.3.1.2. 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.

18.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

18.3.2. Current Ratio:

18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

18.3.2.2. Formula: Total current assets divided by total current liabilities.

18.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

18.3.3. Debt Service Coverage Ratio:

18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

18.3.3.2. Definition: The ratio of net income to the year to date debt service.

18.3.3.3. 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.

18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

18.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

18.3.4. Net Assets to Total Assets:

18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

18.3.4.4. Source of Data: The Contractor's monthly financial statements.

18.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

18.4. In the event that the Contractor does not meet either:

18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

18.4.2. 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:

18.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

18.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

18.5. 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:

18.5.1. 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.

18.6. 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.

18.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

18.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

18.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**19. Reduction or Suspension of Funding**

19.1. 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.

19.1.1. 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.

19.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

19.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

19.1.2.2. Crisis services for all individuals.

19.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

19.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**20. Elimination of Programs and Services by Contractor**

20.1. Not including service reductions collaboratively addressed in Section 19. 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.

20.2. 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.

20.3. 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.

**21. Closed Loop Referral System**

21.1. 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.

21.2. 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.

21.2.1. 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.

**22. Data Reporting**

22.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

22.2. The Contractor must submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

22.3. The Contractor must submit individual client intake, demographics, payor, diagnostic, referral, location, and other information specified by the Department, and all service encounter and outcome data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

22.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

22.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expects updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

22.6. The Contractor must meet all the general requirements for the Phoenix system which include, but are not limited to:

22.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

22.6.2. Ensuring data files and records are consistent with reporting specification requirements.

22.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

22.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

22.6.5. Participating in Departmental efforts for system-wide data quality improvement.

22.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

22.6.6.1. All data is formatted in accordance with the file specifications;

22.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

22.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

22.7. The Contractor must meet the following standards:

22.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

22.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

22.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

22.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

22.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

22.9.1. The exemption length shall not exceed 180 days.

22.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

22.9.3. The Contractor must implement the Department-approved corrective action plan.

22.9.4. Failure by the Contractor to implement the correction action plan may require:

22.9.4.1. An additional corrective action plan; or

22.9.4.2. Other remedies as specified by the Department.

**23. Background Checks**

23.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

23.1.1. 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;

23.1.2. 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

23.1.3. 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.

**24. Confidential Data**

24.1. 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.

24.2. 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.

**25. Privacy Impact Assessment**

25.1. 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:

25.1.1. How PII is gathered and stored;

25.1.2. Who will have access to PII;

25.1.3. How PII will be used in the system;

25.1.4. How individual consent will be achieved and revoked; and

25.1.5. Privacy practices.

25.2. 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.

**26. Department Owned Devices, Systems and Network Usage**

26.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

26.1.1. 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;

26.1.2. 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;

26.1.3. Not access or attempt to access information in a manner inconsistent

with the approved policies, procedures, and/or agreement relating to system entry/access;

26.1.4. 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;

26.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

26.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

26.1.7. 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."

26.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

26.1.9. Agree when utilizing the Department's email system:

26.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

26.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

26.1.9.3. 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."

26.1.10. 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:

26.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department

Data or Confidential Data.

26.1.10.2. 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.

26.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

26.1.11. 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.

26.1.12. 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.

26.1.13. Workspace Requirement

26.1.14. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

## 27. Contract End-of-Life Transition Services

27.1. General Requirements

27.1.1. 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.

27.1.2. 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.

27.1.3. 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.

27.1.4. 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.

27.1.5. 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.

27.1.6. 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.

27.2. Completion of Transition Services

27.2.1. 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.

27.2.2. 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.

27.3. Disagreement over Transition Services Results

27.3.1. 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.

**28. Exhibits Incorporated**

28.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

28.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

28.3. 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 I, Business Associate Agreement, which has been executed by the parties.

**29. Additional Terms**

29.1. **Impacts Resulting from Court Orders or Legislative Changes**

29.1.1. 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.

29.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

29.2.1. The Contractor must submit:

29.2.1.1. 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.

29.2.1.2. A written attestation, within 45 days of the Effective Date of the Agreement and annually thereafter, ~~that~~s 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

29.2.1.3. 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).

29.3. **Credits and Copyright Ownership**

29.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

29.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

29.3.3. 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.

29.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

29.4. **Operation of Facilities: Compliance with Laws and Regulations**

29.4.1. 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.

29.5. **Eligibility Determinations**

29.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

29.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**30. Records**

30.1. The Contractor must keep records that include, but are not limited to:

30.1.1. 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.

30.1.2. 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 including, but not limited to, 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.

30.1.3. 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.

30.1.4. Medical records on each patient/recipient of services.

30.2. 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.

30.3. 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**
**Mental Health Services**

# EXHIBIT C – Amendment #2

## Payment Terms

1. This Agreement is funded by:
   1.1. 0.28% Federal funds, Block Grants for Community Mental Health Services, as awarded on 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM090358.
   1.2. 0.50% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 98.93% General funds.
   1.4. 0.29% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer,

the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2; Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 7,080.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 1,643,094.00 | $ 1,643,094.00 | $ 1,643,094.00 | $ 1,643,094.00 | $ 6,572,376.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 24,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| Interpreter Services Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ - | $ - | $ 5,300.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,828.00 | $ - | $ - | $ - | $ 43,828.00 |
| Critical Time Intervention | $ - | $ - | $ 185,406.00 | $ 185,406.00 | $ 370,812.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | $ 1,977,492.00 | $ 1,923,364.00 | $ 2,364,873.00 | $ 2,369,873.00 | $ 8,635,602.00 |
| From SFY24-27 | $ 1,977,492.00 | $ 1,923,364.00 | $ 2,364,873.00 | $ 2,369,873.00 | $ 8,635,602.00 |
| Difference | $ - | $ - | $ - | $ | |
| SFY2023 | $ 150,000.00 | | | | $ 150,000.00 |

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #2, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 6. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1)<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Behavioral Health Services Information System (BHSIS):

6.6.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.6.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.6.1.2. Software or training purchases aimed at improving data collection; and

6.6.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.6.2. Supporting Documentation Requirements

6.6.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.6.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.6.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.6.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlines in Exhibit B – Amendment #2, Scope of Services. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

6.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain

and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.11. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.11.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.11.1.1, Rate Table, which are rates set for the term of the contract.

6.11.1.1. **Rate Table**

| Rate | Amount | Eligibility | Payment Frequency |
|---|---|---|---|
| Pre-CTI | $128.79 | Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting. | Paid once per individual. |
| CTI (Phases 1-3) | $370.91 | Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum. | Paid once per individual, per month, not to exceed nine (9) consecutive months. |

6.11.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Section 6.11.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.11.2.1. CTI worker salaries and benefits;

6.11.2.2. CTI supervisor salaries and benefits; and

6.11.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.11.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in

accordance with amounts specified in the Rate Table in Section 6.11.1.1., then:

6.11.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.11.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-5, Budget – Amendment #2, over the term of the Agreement.

6.11.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.11.1.1., then:

6.11.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.11.1.1, and the actual amounts of expenses incurrred.

6.11.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.11.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.11.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.11.1.1 have been met for each individual identified on the invoice.

6.11.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.11.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.11.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-5, Budget – Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

6.11.7.1. Used to directly support the needs of the client when no other funds are available;

6.11.7.2. Used for one-time expenses tangible in nature;

6.11.7.3. Not disbursed as gift cards or gift certificates;

6.11.7.4. Directly allocable to the work performed under this Agreement;

6.11.7.5. Appropriate in amount and nature, as determined by the Department; and

6.11.7.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

6.11.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.11.8.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.11.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-5, Budget – Amendment #2, and meet criteria as outlined by the Department at the time of application.

6.11.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.11.9.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.11.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.11.9.2.1. Table 2**

| # | Incentive Payment Goal | Total Incentive Payments |
|---|---|---|
| 1 | For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments. | $350 per individual |
| 2 | For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments. | $500 per individual |

6.11.9.2.2. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

6.11.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.11.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

6.11.9.4. The Department will communicate eligibility for incentive payment achievement and reimbursement

to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   7.3. Identifies and requests payment for allowable costs incurred in the previous month.

   7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   7.5. Supporting documentation shall be labeled by line item.

   7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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-3, Budget - Amendment #2

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *The Lakes Region Mental Health Center, Inc.*

**Budget Request for:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable):** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $969,870 | $307,000 | $969,870 | $307,000 |
| 2. Fringe Benefits | $391,361 | $0 | $391,361 | $0 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>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 | $1,000 | $0 | $1,000 | $0 |
| 5.(e) Supplies - Office | $5,300 | $5,000 | $5,300 | $5,000 |
| 6. Travel | $3,900 | $0 | $3,900 | $0 |
| 7. Software | $19,206 | $12,000 | $19,206 | $12,000 |
| 8. (a) Other - Marketing/Communications | $0 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $1,800 | $0 | $1,800 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *8. (c) Other - Other Phone* | $11,600 | $10,000 | $11,600 | $10,000 |
| *Other-Occupancy* | $6,600 | $30,000 | $6,600 | $30,000 |
| *Other-Legal/Insurance* | $10,840 | $11,000 | $10,840 | $11,000 |
| *Other-Vehicle* | $4,300 | $0 | $4,300 | $0 |
| *Other -Miscellaneous* | $3,000 | $0 | $3,000 | $0 |
| *9. Subrecipient Contracts* | $0 | $0 | $0 | $0 |
| *Revenue Offset* | $0 | $0 | $0 | $0 |
| 0 | $0 | $0 | $0 | $0 |
| Total Direct Costs | $1,428,777 | $375,000 | $1,428,777 | $375,000 |
| Total Indirect Costs | $214,317 | $0 | $214,317 | $0 |
| ***Subtotals*** | **$1,643,094** | **$375,000** | **$1,643,094** | **$375,000** |
| | | | **Total** | **$ 4,036,188.00** |

DS

Contractor Initials: MP

Date: 6/4/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *The Lakes Region Mental Health Center, Inc.*

**Budget Request for:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Funded by DHHS - SFY 27 |
|---|---|---|
| 1. Salary & Wages | $149,751 | $149,751 |
| 2. Fringe Benefits | $45,901 | $45,901 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $195,652 | $195,652 |
| Total Indirect Costs | $29,348 | $29,348 |
| ***Subtotals*** | $225,000 | $225,000 |
| | **Total** | **$ 450,000** |

DS

MP

Contractor Initials: _____

Date: 6/4/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** The Lakes Region Mental Health Center, Inc.

**Budget Request for:** Critical Time Intervention

**Budget Period:** SFY2026 - SFY2027

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $8,000 | $8,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $177,406 | $177,406 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $185,406 | $185,406 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$185,406** | **$185,406** |
| | **TOTAL** | **$370,812** |

Contractor Initials: DS MP

Date: 6/4/2025

Docusign Envelope ID: BDFF0EA3-75CA-4188-B780-2FFF618AFCDD

# 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

Docusign Envelope ID: BDFF0EA3-75CA-4188-B780-2FFF618AFCDD

**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, 2025, at which a quorum of the Directors/shareholders were present and voting.
(Date)

**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

# 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<br>155 Court Street<br>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<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC<br>OTHER: | | | SVRD37803601013 | 06/26/2024 | 06/26/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Employee Benefits Liab | $ 1,000,000<br>$ 250,000<br>$ 25,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>NON-OWNED AUTOS ONLY | | | CALH08618574013 | 06/26/2024 | 06/26/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Medical payments | $ 2,000,000<br>$<br>$<br>$<br>$ 1,000 |
| B | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | | | XOOG25516540013 | 06/26/2024 | 06/26/2025 | EACH OCCURRENCE<br>AGGREGATE | $ 4,000,000<br>$ 4,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>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<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability | | | OGLG2551662A013 | 06/26/2024 | 06/26/2025 | Per Incident<br>Aggregate | 5,000,000<br>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. |

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2024

The Lakes Region Mental Health Center, Inc.
TABLE OF CONTENTS
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.

**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

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

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.

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

## 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.

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.

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.

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 |

## 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..

## 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.

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 |

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.

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.

SUPPLEMENTARY INFORMATION

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 |

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<br>Date of Receipt<br>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 |

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 | 8,798 | 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 |

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 |

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 |



40 Beacon Street East, Laconia, NH 03246 * Tel 603-524-1100 * Fax 603-528-0760 * www.lrmhc.org

# 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

**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

# Vladimir Jelnov, MD

**Summary of expertise:**
Fifteen years of clinical experience as a psychiatrist (Russia).
Seven years of supervision, training and program coordination experience.
Fourteen years experience in USA (including four year residency program)

## EDUCATION

| | | |
|---|---|---|
| *Novosibirsk State Medical Academy, Novosibirsk, Russia* | *Medical student* | *09 / 72 - 07 / 78* |
| *Novosibirsk State University, Novosibirsk, Russia* | *Psychology student* | *10 / 93 - 02 / 95* |

## POSTGRADUATE TRAINING

| | | |
|---|---|---|
| *Elmhurst Hospital Center, Mt. Sinai Medical school, NYC* | *Internship/ residency, psychiatry* | *07/03 – 07/07* |
| *Central Research Institute for Medical Doctors, S. Petersburg, Russia* | *Postdoctoral clinical training* | *09/84 – 12/84* |
| *State Psychiatric Institute, Moscow,* | *Postdoctoral clinical training* | *06/83 – 07/83.* |
| *State Psychoneurologic Institute, S. Petersburg, Russia* | *Postdoctoral dissertation* | *08 / 84 - 05 / 85* |

## HOSPITAL AND CLINIC APPOINTMENTS

| | | |
|---|---|---|
| State Psychiatric Hospital, Novosibirsk, Russia | Attending Psychiatrist, short term inpatient | 03/80 - 12/82 |
| Novosibirsk City Hospital #2 | Attending Psychiatrist; outpatient clinic | 12/82-02/84 |
| Regional Psychiatric Emergency Mobil Team, Novosibirsk, Russia | Part time, Attending Psychiatrist | 3/82-10/84 |
| Novosibirsk City Psychoneurological Dispensary | Chief of Psychotherapy Division; evaluation & treatment adults with mental problems; clinical & administrative supervision for staff, program development, training & education. | 02/84 – 12/87 |
| Novosibirsk Municipal Department of Mental Health | Senior Supervisor for Psychotherapy Division | 02/84 – 12/87 |
| Center for Psychological Help Novosibirsk | Clinical Director, evaluation & treatment adults with mental problems; clinical and administrative supervision for staff, program development, training and | 12/87 – 04/93 |

| | | |
|---|---|---|
| | education. | |
| Private practice, Novosibirsk, Russia | Psychiatric drug therapy and individual and group psychotherapy for adults | 10/90-3/93 |
| State University, Novosibirsk, Russia | Assistant Professor; Mental Health setting: theory and practice | 9/90-3/92 |
| New Hope Guild Mental Health Center, NYC | Senior counselor | 10/96-3/98 |
| Christ Hospital/International Institute of N.J., counseling center Jersey City, NJ | Clinical Director; clinical and administrative supervision for staff, program development, training and education | 3/97- 6/03 |
| Jersey City Medical Center Psychiatric Emergency Room, Jersey City, NJ | Part time, Senior primary therapist | 3/01-10/01 |
| Coney Island Hospital, Brooklyn, NY | Attending psychiatrist; psychiatric emergency room | 09/07-1/08 |
| Jersey City Medical Center Jersey City, NJ | Attending psychiatrist, inpatient unit | 11/07-12/09 |
| Lakes Region Mental Health Center Laconia, NH | Medical Director | 1/10 - present |

# Kristy Pearce

## Education

| | |
|---|---|
| **May 2015** | **University of New Hampshire**<br>Masters of Social Work – GPA 3.83 |
| **May 2012** | **University of New Hampshire**<br>College of Liberal Arts<br>Major: BA in Psychology |

## Work Experience

### Lakes Region Mental Health Center

- Assistant Director of Acute Services — September 2022-current
  - Assists the Director in running the Acute Services program including both Emergency Services and Mobile Crisis is various areas such as running team meetings, creating the budget, hiring staff, supervision of staff, on call availability and other areas.
  - Serves as liaison between Acute Services and other agency programs.
  - Provides education around Acute Services, Involuntary Emergency Admissions and Conditional Discharges to staff across the agency.
  - Provides CPI training for staff across the agency.
  - Provides community outreach an education to community agencies about Acute Services including but not limited to schools, police departments, public health networks, peer support agencies, other mental health services, primary care facilities, etc.
  - Creating the new program "A Place to Go" which will be a 23-hour mental health crisis respite space for individuals in a self-defined mental health crisis in Plymouth, NH.
  - Roles of the Coordinator of Acute Services

- Coordinator of Acute Services — September 2021-September 2022
  - Assists the Director with administrative and procedural functioning such as monitoring daily evaluations, appropriate documentation, coverage for ES clinicians, development of ES manual and resource guides, etc.
  - Assists in development and preparation of data reports or the program for various stakeholders including upper agency management, DHHS BMH and other agencies.
  - Assists in creating the staff schedule.

- Emergency Services Clinician — June 200-September 2021
  - Conduct emergency evaluations and mental health services for individuals in crisis via face to face and telemedicine for three area hospitals to include safety planning, phone triage, stabilization, and safety check ins.
  - Engages in consultations with ER staff, on call MD/DO/PA/APRN's, law enforcement, Out-Patient Mental Health providers and In-Patient Mental Health Hospitals, whenever therapeutically necessary.
  - Completes necessary legal process (IEA's, RCD's, etc.) for individuals needing the highest level of care to include providing various forms of documentation and testimony.
  - Timely, accurate and professional documentation of emergency evaluations and mental health services within internal LRMHC EMR system as well as internal Emergency Services Smart Sheets data base, and the EMR for the respective hospitals.

### Lakes Region Community Developers

- Resident Services Coordinator — September 2019-March 2021
  - Meets with and offers supportive services to all LRCD residents by welcoming new residents, establishes respectful rapport and effective working relationship with tenants, evaluate tenant needs, provide advocacy, outreach and case management to residents.
  - Promote community engagement of residents in their neighborhoods & communities and provide leadership development opportunities for residents.
  - Completes required documentation of services and data entry in a timely manner, maintain statistics, and complete administrative paperwork and reports for various funders.

- Develop and maintain relationships with a wide variety of service providers to enhance ability to refer tenants to programs that will help achieve their goals.

**Health First Community Care Center**

- Counselor/Case Manager — September 2018-October 2019
  - Independently managed a caseload of individual counseling patients to support various mental health needs.
  - Provide case management and care coordination as part of a multi-disciplinary team to provide various supports to patients.
  - Connected individuals with local community resource and support around basic needs to include, but not be limited to housing, food, day care, fuel assistance, clothing, DHHS benefits, SSA benefits, etc.

**Child and Family Services (Now Waypoint)**

- Intensive Service Option (ISO) Case Manager and Integrated Home Base (IHB) Family Therapist — Per diem July 2017-August 2018; Full time August 2015-July 2017
  - Worked in home with families referred to agency by DCYF. Worked collaboratively with child protection workers and juvenile probation officers.
  - Conducted Case Management, Family Therapy, Case work, crisis management, family assessments, safety plans, incident reports, and various documentation in timely manners including monthly reports, court reports, treatment plans, and termination reports, etc.
  - Collaborated with collateral agencies involved with families including but not limited to referents, schools, doctors, mental health workers, counselors, employers, police, courts, parents, family members, etc.

**References**

- Available upon request

M

# Tami Hayhurst, PMHNP

[redacted]

**Board Certified Psychiatric Nurse Practitioner, June 2019. Certified to work with patients across the lifespan from pediatrics to geriatrics, inpatient and outpatient settings. Passionate and caring, this career has given me purpose. Working with the mental health population is the most rewarding work I have ever done and am proud to continue my work with this underserved population.**

## EXPERIENCE

### Lakes Region Mental Health Center
July 2019 - Current

- Current APRN on Emergency Service team, attending to patients of all ages in acute crisis in the emergency room setting. Also completing psychiatric consultation to patients with varied medical conditions also exhibiting mental health symptoms with appropriate medication management.
- PMHNP working with adult population of acutely and chronically mentally ill patients. Working with established patients as well as initial evaluations and developing treatment plans. Collaborating with the treatment team to provide a more integrative approach to wellness. Team consists of therapists, case managers, supportive employment, nursing, housing, and medical assistants. All team members are crucial as our patients manage their mental health. I find team collaboration essential in supporting our patients.
- Inpatient work as covering provider at Franklin DRF (designated receiving facility). This unit has capacity for 10 patients and is typically at capacity. Weekend coverage includes on 3call from 5pm friday evening till 8am monday morning where there are multiple hospitals covered for psychiatric ES. On saturdays and sundays, coverage and rounds are provided to inpatient psychiatric population including admissions, discharges, and ongoing care.
- Suboxone license current. Currently work with large populations of patients who struggle with SUD and comorbidities. .
- In September of 2021, I transitioned to Emergency services. In this position, I work with patients in acute crisis requiring mental health evaluations, stabilizations, and medication adjustments while patients wait for more intensive inpatient services. In this role, I also do hospital consultations on med surg, ICU, ED hold, and wherever a hospitalists requests psychiatric evaluations.

### Rivier University PMHNP Program Clinical Placements

- **New Hampshire Hospital, Concord, NH, Spring 2018.** Clinical placement on Intensive short stay unit targeting individuals ages

**Certifications**

- PMHNP
- CPR
- National School Nurse
- DEA, suboxone licensed.

18 and older presenting in an exacerbated mental health state requiring stabilization. Skills acquired during this placement included assessment, diagnostic, documentation, and developing treatment plan. Mentored by the preceptor, I performed complete initial psychiatric evaluations as well as follow up evaluations. I was able to collaborate with my preceptor to determine appropriate medication management plan. I enhanced my documentation skills to grow from nursing notes to provider notes. I was able to follow the legal process of mental health including involuntary admissions, extension of stays, and conditional releases. I was able to join in on numerous group therapy sessions on the ward and engage with patients through the process of treatment.

- **Riverbend Community Mental Health Center, Concord, NH, Fall 2018.** Clinical placement in a mental health community center working alongside preceptor. Patients seen during this period included geriatrics, developmentally delayed, and incarcerated population. Exposure to forensic psychiatry and ability to interview incarcerated patients was developed. Continued to sharpen documentation skills as well as assessment and diagnostic skills. Constant collaboration with my preceptor allowed me to learn how to develop a treatment plan with initial psychiatric evaluations. Management and reduction of polypharmacy among the geriatric population was common during the daily 12-14 patient appointments daily.
- **Lakes Region Mental Health Center, Laconia, NH, Spring 2019.** Clinical placement working with child psychiatrist who sees approximately 12-15 patients daily ages 3-18. Exposure to common pediatric and adolescent mental health issues, and medication management for these conditions. Preceptor was excellent in his teaching skills allowing time in between patients to discuss rationales for treatment plan and reasons for certain diagnoses. Learned great interview skills during this time. Lso was able to learn how to manage the parent/child dynamic as a provider.
- **Vista Family Psychiatry, Nashua, NH, Spring 2019.** Clinical placement working with children, adolescents, and adults in the private practice setting. Continued development of interview skills, diagnostic skills, and treatment planning. Wide range of mental health conditions evaluated, often complicated by medical conditions. Collaboration with outside counselors, schools, doctors, and DCYF. Documentation done on HIPPA protected electronic health record.

## City of Lowell Health Department

November 2006 - June 2019

School nurse working with chronic and acutely ill school aged population as well as the adult staff and visitors. Triage assessment for healthy children done routinely as is medication management, diabetic management, asthma management, and other chronic illnesses addressed. Strong mental health based assessment skills and referrals. Collaborates with school staff including but not limited to social workers, teachers, psychologists, speech therapists, physical therapists, and occupational therapists. Mental health assessments, triage, and referrals related to diagnosis that include ADHD, depression, conduct disorder, ODD, bipolar disorder, schizophrenia, and anxiety. Frequent assessment of adolescent at risk for self injurious behavior or suicide.

Accurate documentation kept on all students. Communication with primary care providers and specialists done on a routine basis. Strong advocate of health promotion.

### City of Lowell, School Department

June 2011 - August 2018

Summer school special education nurse attending to between 200-300 students in grade prek-8th grade with highly intensive special care needs. Work with nonverbal, behaviorally challenged, and mental health needy population. Work with ASD, cerebral palsy, and blind children included. Feeding assistance, g-tube feed administration, wound care, medication management, triage, etc.

### Lowell VNA

May 2003 - October 2006

Home health nurse for population 3 days to geriatrics.

### Home Health VNA

December 2001 -May 2003

Home health nurse providing care to the homebound patients in Lawrence and surrounding areas including prenatal and postpartum mothers, wound care following c-sections, wound care, monitoring preterm infants, and chronically ill children.

### Lowell General Hospital

May 2000 - December 2001

Pediatric Inpatient nurse for population 3 days to 18 years. Tending to acute and chronically ill children from the surrounding community. Administering medication orally, SC, IM, and IV. Starting IV for IV therapy for hydration and medication. Tending to surgical day pediatric patients.

EDUCATION

### University of Massachusetts, Lowell, MA — *BSN*

January 1997 - May 2000

Bachelor in science obtained May 2000.

### Rivier, Nashua, NH — MSN obtained 2019

September 2016 -May 2019

Completion of PMHNP program May 2019. Graduated program with 3.9 GPA. Intention of taking PMHNP boards in June 2019.

References

Available upon request

## 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:** Lakes Region Mental Health Center

| NAME | JOB TITLE | ANNUAL AMOUNT PAID FROM THIS CONTRACT | ANNUAL SALARY |
|---|---|---|---|
| Margaret M. Pritchard | Chief Executive Officer | $0.00 | $189,000.00 |
| Vladimir Jelnov, MD | Chief Medical Officer | $0.00 | $297,000.00 |
| Kristen Pearce | Acting Director, Acute Care Services | $57,690.00 | $76,920.00 |
| Tami Hayhurst, APRN | APRN - Acute Care Services | $82,500.00 | $165,000.00 |
| | | | |
| | | | |

ARC

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

The individual contracts were approved by Governor and Council as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23<br>(Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23<br>(Item #31)<br>A1: 6/12/24<br>(Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23<br>(Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23<br>(Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Department will continue to monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications, and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Lakes Region Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms; Section 7.5, to read:

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.7. to read:

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding per SFY is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/20/2025
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

The Lakes Region Mental Health Center, Inc.

2/20/2025
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/27/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01 '23 AM10:49 RCV

ARC

31

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.82% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 |
| West Central Services, Inc.<br>DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 |
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 |

| | | | |
|---|---|---|---|
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B002 | Region 9 | $3,052,145 |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management | 174116-R001 | Region 10 | $5,972,669 |
| | | **Total:** | **$43,761,925** |

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| | | | *Subtotal* | $2,349,250 | $0 | $2,349,250 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,255,526 | $0 | $2,255,526 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | *Subtotal* | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,990,708 | $0 | $30,990,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177276-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | Total Mental Health Data Collection | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

Attachment A
Financial Details

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

Attachment A
Financial Details

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Attachment A
Financial Details

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

Attachment A
Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-03

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

## GENERAL PROVISIONS

### 1. IDENTIFICATION.

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>The Lakes Region Mental Health Center, Inc. | | 1.4 Contractor Address<br>111 Church Street<br>Laconia, NH 03246 | |
| 1.5 Contractor Phone Number<br>(603) 524-1100 | 1.6 Account Number<br>05-95-92-922010-(4117, 4121, 1909)<br>05-95-92-921010-2053<br>05-95-42-421010-2958 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$4,050,856 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Margaret Pritchard<br>Date: 5/26/2023 | | 1.12 Name and Title of Contractor Signatory<br>Margaret Pritchard CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>Date: 5/30/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino On: 5/31/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials MP
Date 5/26/2023

2. **SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



Contractor Initials MP

Date 5/26/2023

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



Contractor Initials MP

Date 5/26/2023

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Contractor Initials MP

Date 5/26/2023

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.



Contractor Initials DS MP
Date 5/26/2023

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 3.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

**3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

4.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

4.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

4.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**5. Division for Children, Youth and Families (DCYF)**

5.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

**6. Crisis Services**

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

6.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

6.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

6.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

6.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

6.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

6.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

6.7.2. One (1) peer.

6.7.3. Telehealth access, and on-call psychiatry, as needed.

6.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

6.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

6.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.10.1. The location of the crisis.

6.10.2. The safety plan either developed over the phone or on record from prior contact(s).

6.10.3. Any accommodations needed.

6.10.4. Treatment history of the individual, if known.

6.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

6.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

6.11.2. Does not fulfill emergency medication refills.

6.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

6.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

6.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

6.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

6.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

6.16.1. Face-to-face assessments.

6.16.2. Disposition and decision making.

6.16.3. Initial care and safety planning.

6.16.4. Post crisis and stabilization services.

6.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

6.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes; if occurring at locations based on individual and family choice that include but are not limited to:

6.19.1.1. In or at the individual's home.

6.19.1.2. Community settings.

6.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

6.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

6.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use.

.Documented clinical rationale with administrative support when a mobile intervention is not provided;

6.19.5. .Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

6.19.6.1. Obtaining the individual's mental health history including, but not limited to:

6.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.19.6.1.2. Substance misuse.

6.19.6.1.3. Social, familial and legal factors;

6.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

6.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

6.19.6.4. Conducting a mental status exam.

6.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

6.19.7.1. Staying in place with:

6.19.7.1.1. Stabilization services.

6.19.7.1.2. A safety plan.

6.19.7.1.3. Outpatient providers;

6.19.7.2. Stepping up to crisis stabilization services or apartments.

6.19.7.3. Admission to peer respite or step-up/step-down program.

6.19.7.4. Admission to a crisis apartment.

6.19.7.5. Voluntary hospitalization.

6.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

6.19.7.7. Medical hospitalization.

6.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48)

hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.20.1. Promoting recovery.

6.20.2. Building upon life, social and other skills.

6.20.3. Offering support.

6.20.4. Reviewing crisis and safety plans.

6.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

6.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

6.21.3. Provided in the individual and family home, if requested by the individual;

6.21.4. Implemented using methods that include, but are not limited to:

6.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

6.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

6.21.4.2.1. Cognitive Behavior Therapy (CBT).

6.21.4.2.2. Dialectical Behavior Therapy (DBT).

6.21.4.2.3. Solution-focused therapy.

6.21.4.2.4. Developing concrete discharge plans.

6.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

6.22.1. Ensure outreach and educational activities may include, but are not limited to:

6.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

6.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

6.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

6.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

6.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

6.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

6.22.2.4. Coordinating with homeless outreach services.

6.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.23.1. Determine availability of the Rapid Response Teams;

6.23.2. Facilitate response of dispatched teams; and

6.23.3. Resolve the immediate crisis episode.

6.24. The Contractor shall maintain connection to the designated resource tracking system.

6.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers; once implemented.

6.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

6.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

6.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

6.26.2.1. Number of unique individuals who received services.

6.26.2.2., Date and time of mobile arrival; and

6.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

6.26.3.1. Diversions from hospitalizations.

6.26.3.2. Diversions from Emergency Rooms.

6.26.3.3. Services provided.

6.26.3.4. Location where services were provided.

6.26.3.5. Length of time service or services provided.

6.26.3.6. Whether law enforcement was involved for safety reasons.

6.26.3.7. Whether law enforcement was involved for other reasons.

6.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

6.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.26.3.10. Outcome of service provided, which may include but is not limited to:

6.26.3.10.1. Remained in home.

6.26.3.10.2. Hospitalization.

6.26.3.10.3. Crisis stabilization services.

6.26.3.10.4. Crisis apartment.

6.26.3.10.5. Emergency department.

6.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team, within forty-eight (48) hours of a face-to-face intervention, as identified through Phoenix encounter data.

6.28. Rapid Response Crisis Center

6.28.1. The Contractor shall expand Rapid Response services by opening and operating a drop-in Rapid Response Crisis Center. The Center shall be:

6.28.1.1. Welcoming to and serve children, youth, families, and adults;

6.28.1.2. Open during hours that meet community need/demand;

6.28.1.3. Recovery-oriented and community-based;

6.28.1.4. Open to accept walk-ins and first-responder drop-offs from anywhere in the state;

6.28.1.5. Available to provide services for no more than 23-hours; and

6.28.1.6. Integrated and aligned with the existing Rapid Response system.

6.28.2. The Contractor shall submit a final plan to stand up a location-based Rapid Response Crisis Center to the Department for approval within sixty (60) days from the effective date of the contract. The plan shall include a detailed:

6.28.2.1. Program/model description;

6.28.2.2. Staffing plan; and

6.28.2.3. Timeline.

6.28.3. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format with data elements agreed upon by the Contractor and the Department.

**7. Adult Assertive Community Treatment (ACT) Teams**

7.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week,

with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment; and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

7.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

7.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

7.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

7.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1: A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

7.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

7.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

7.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

7.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

7.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

7.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

7.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

7.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.4.4. Make a referral for an ACT assessment within (7) days of:

7.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

7.4.4.2. An individual being referred for an ACT assessment;

7.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

7.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

7.4.6.1. Extended hospitalization or incarceration.

7.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

7.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

7.4.7.1. To exceed caseload size requirements; or

7.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

8. **Evidence-Based Supported Employment**

8.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

8.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

8.6.1. Job development.

8.6.2. Work incentive counseling.

8.6.3. Rapid job search.

8.6.4. Follow along supports for employed individuals.

8.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

8.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

8.7.1. Work with the Department to identify solutions to meet the demand for services; and

8.7.2. Implement such solutions within 45 days.

8.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor shall ensure SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

9. **Coordination of Care from Residential or Psychiatric Treatment Facilities**

9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

9.1.1. Designate a different liaison for individuals being served through their children's services.

9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

9.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the

Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

9.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

9.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

9.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**10. Coordinated Care and Integrated Treatment**

10.1. Primary Care

10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

10.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

10.1.2.1. Monitor health;

10.1.2.2. Provide medical treatment as necessary; and

10.1.2.3. Engage in preventive health screenings.

10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

10.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

10.2. Substance Misuse Treatment, Care and/or Referral

10.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

10.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

10.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

10.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

10.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

10.3. Area Agencies

10.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

10.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

10.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports

and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

10.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

10.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

10.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

10.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

10.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

10.4. Peer Supports

10.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

10.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

10.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

10.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

10.5. Transition of Care with MCO's

10.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**11. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)**

11.1. The Contractor shall participate in CCBHC planning activities that include:

11.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

11.1.2. Attending two (2) learning communities on a monthly basis;

11.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

11.1.4. Meeting monthly with planning consultant for technical assistance.

**12. Deaf Services**

12.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

12.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

12.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

12.4. The Contractor shall ensure services are person-directed, which may result in:

12.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

12.4.2. Care being shared across the regions; or

12.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**13. CANS/ANSA or Other Approved Assessment**

13.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

13.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

13.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

13.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

13.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

13.3.1. Utilized to develop an individualized, person-centered treatment plan;

13.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

13.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

13.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

13.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

13.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

13.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**14. Pre-Admission Screening and Resident Review**

14.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

14.2. Upon request by the Department, the Contractor shall:

14.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

14.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

14.2.2.1. Requires nursing facility care; and

14.2.2.2. Has active treatment needs.

**15. Application for Other Services**

15.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

15.1.1. Medicaid.

15.1.2. Medicare.

15.1.3. Social Security Disability Income.

15.1.4. Veterans Benefits.

15.1.5. Public Housing.

15.1.6. Section 8 Subsidies.

15.1.7. Child Care Scholarship.

**16. Community Mental Health Program (CMHP) Status**

16.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested

by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**17. Quality Improvement**

17.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

17.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

17.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

17.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

17.3.1. Submit all required information in a format provided by the Department or contracted vendor;

17.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

17.3.3. Support all efforts of the Department to conduct the survey;

17.3.4. Promote survey participation of individuals sampled to participate; and

17.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

17.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

17.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**18. Maintenance of Fiscal Integrity**

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

18.1.1. Balance Sheet;

18.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis;

18.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

18.1.3.1. All revenue sources and all related expenditures for the Program; and

18.1.3.2. A budget column allowing for budget to actual analysis; and

18.1.4. Cash Flow Statement.

18.2. 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.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

18.3.1.2. 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.

18.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

18.3.2. Current Ratio:

18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

18.3.2.2. Formula: Total current assets divided by total current liabilities.

18.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

18.3.3. Debt Service Coverage Ratio:

18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

18.3.3.2. Definition: The ratio of net income to the year to date debt service.

18.3.3.3. 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.

18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

18.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

18.3.4. Net Assets to Total Assets:

18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

18.3.4.4. Source of Data: The Contractor's monthly financial statements.

18.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

18.4. In the event that the Contractor does not meet either:

18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

18.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

18.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

18.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

18.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

18.5.1. 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.

18.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

18.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

18.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

18.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**19. Reduction or Suspension of Funding**

19.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

19.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

19.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

19.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

19.3.2. Crisis services for all individuals.

19.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

19.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**20. Elimination of Programs and Services by Contractor**

20.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

20.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

20.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

20.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

20.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

20.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**21. Data Reporting**

21.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

21.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

21.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

21.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

21.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

21.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

21.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

21.6.2. Ensuring data files and records are consistent with reporting specification requirements.

21.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

21.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

21.6.5. Participating in Departmental efforts for system-wide data quality improvement.

21.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

21.6.6.1. All data is formatted in accordance with the file specifications;

21.6.6.2. No records will reject due to illegal characters or invalid formatting; and

21.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

21.7. The Contractor shall meet the following standards:

21.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

21.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 21.8.

21.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

21.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

21.8.1. The waiver length shall not exceed 180 days.

21.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

21.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

21.8.4. Failure of the Contractor to implement the plan may require:

21.8.4.1. Another plan; or

21.8.4.2. Other remedies, as specified by the Department.

**22. Privacy Impact Assessment**

22.1. 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:

22.1.1. How PII is gathered and stored;

22.1.2. Who will have access to PII;

22.1.3. How PII will be used in the system;

22.1.4. How individual consent will be achieved and revoked; and

22.1.5. Privacy practices.

22.2. 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.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 1.08% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.2. 98.55% General funds.
   1.3. .37% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. Table 1

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 3,540.00 |
| Rapid Response Crisis Services | $ 1,643,094.00 | $ 1,643,094.00 | $ 3,286,188.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 450,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 12,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| Interpreter Services Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ 5,300.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,828.00 | $ | $ 43,828.00 |
| Total | $1,977,492.00 | $1,923,364.00 | $3,900,856.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-3, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.4.3. Rapid Response Crisis Center Start up Funds: Payment for start-up period expenses incurred by the Contractor shall be made by the Department in an amount not to exceed **$150,000**. The total of all such payments shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All Department payments to the Contractor for the start-up period shall be made on a cost reimbursement basis in accordance with Exhibit C-1, Budget.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br>OR | $12,500 |

| | | |
|---|---|---|
| | 2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | |

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.11. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program | $5,000.00 |
| Indirect Costs (not to exceed 6%) | $300.00 |
| **Total** | **$5,300.00** |

7.12. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor will participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.13. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

13.2.1. 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.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | The Lakes Region Mental Health Center, Inc. | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2022-6/30/2023 | |
| **Indirect Cost Rate (if applicable)** | 0 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $8,500 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 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. | $7,000 | $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 | $19,500 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Furniture | $60,000 | $0 |
| 8. (d) Other - Fit up | $55,000 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $150,000 | $0 |
| | | |
| Total Indirect Costs | $0 | $0 |
| | | |
| **TOTAL** | $150,000 | $0 |

Contractor: MP (DS) _____

Date: 5/26/2023

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Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | The Lakes Region Mental Health Center, Inc. | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2023-6/30/2024 | |
| **Indirect Cost Rate (if applicable)** | 10% | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $1,036,892 | $300,000 |
| 2. Fringe Benefits | $288,010 | $80,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $1,000 | $0 |
| 5.(e) Supplies Office | $6,000 | $0 |
| 6. Travel | $7,000 | $0 |
| 7. Software | $50,290 | $0 |
| 8. (a) Other - Marketing/ Communications | $3,500 | $0 |
| 8. (b) Other - Education and Training | $8,000 | $0 |
| 8. (c) Other - Telephone | $24,500 | $0 |
| 8. (d) Other - Postage | $100 | $0 |
| 8. (e) Other - Subscriptions | $125 | $0 |
| 8. (f) Other - Copier Rental | $5,810 | $0 |
| 8. (g) Other - Occupancy | $33,925 | $0 |
| 8. (h) Other - Audit, Legal & Insurance | $21,070 | $0 |
| 8. (i) Other - Miscellaneous | $7,500 | $0 |
| 8. (j) Other - Fee for Service Billing | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,493,722 | $380,000 |
| | | |
| Total Indirect Costs | $149,372 | $0 |
| | | |
| **TOTAL** | $1,643,094 | $380,000 |

Contractor: MP

SS-2024-DBH-01-MENTA-03

Date: 5/26/2023

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Exhibit C-3 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | The Lakes Region Mental Health Center, Inc. | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2024-6/30/2025 | |
| **Indirect Cost Rate (if applicable)** | 0.1 | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $1,036,892 | $300,000 |
| 2. Fringe Benefits | $288,010 | $80,000 |
| 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 | $1,000 | $0 |
| 5.(e) Supplies Office | $6,000 | $0 |
| 6. Travel | $7,000 | $0 |
| 7. Software | $50,290 | $0 |
| 8. (a) Other - Marketing/ Communications | $3,500 | $0 |
| 8. (b) Other - Education and Training | $8,000 | $0 |
| 8. (b) Other - Education and Training | $24,500 | $0 |
| 8. (c) Other - Telephone | $100 | $0 |
| 8. (d) Other - Postage | $125 | $0 |
| 8. (e) Other - Subscriptions | $5,810 | $0 |
| 8. (f) Other - Copier Rental | $33,925 | $0 |
| 8. (g) Other - Occupancy | $21,070 | $0 |
| 8. (h) Other - Audit, Legal & Insurance | $7,500 | $0 |
| 8. (i) Other - Miscellaneous | $33,925 | $0 |
| 8. (j) Other - Fee for Service Billing | $0 | $0 |
| Total Direct Costs | $1,493,722 | $380,000 |
| | | |
| Total Indirect Costs | $149,372 | $0 |
| | | |
| **TOTAL** | $1,643,094 | $380,000 |

Contractor: MP (DS)



Date: 5/26/2023

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



Vendor Initials MP

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has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: CEO

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: CEO

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



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Date 5/26/2023

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: CEO

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DS
MP

Contractor Initials _____



Date 5/26/2023

**New Hampshire Department of Health and Human Services**
**Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: CEO

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: CEO





## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



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Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| Department of Health and Human Services | The Lakes Region Mental Health Center, Inc. |
|---|---|
| The State | Name of the Contractor |
| Katja S. Fox | Margaret Pritchard |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja S. Fox | Margaret Pritchard |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 5/30/2023 | 5/26/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: The Lakes Region Mental Health Center, Inc.

5/26/2023
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: CEO

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: _____

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   _____ NO _____ X _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ X _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A: Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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.



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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

Contractor Initials MP

Date 5/26/2023

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

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Riverbend Community Mental Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $10,424,166

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.



Contractor Initials DS
Date 6/5/2025

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/2025
Date

Signed by:
Kaja Fox
2A0FEC7D61684F3...
Name: Kaja Fox
Title: Director

Riverbend Community Mental Health, Inc.

6/5/2025
Date

DocuSigned by:
Lisa K. Madden
6300DF10099F40C...
Name: Lisa K. Madden
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 4.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

**2. System of Care for Children's Mental Health**

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Children's Intensive Community-Based Services**

4.1. The Contractor must use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community-based services are most appropriate.

4.2. The Contractor must provide children's intensive community-based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments (EDs) for psychiatric crisis;

4.2.2. Are at risk for an episode of residential treatment;

4.2.3. Present with significant ongoing difficulties at school including, but not limited to, difficulties that would put the student at risk of out-of-district placement;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor must provide children's intensive community-based services as needed through a full array of services as defined in New Hampshire Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor must provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community-based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor must screen adolescents receiving services for substance use utilizing one or more tools as appropriate that include, but are not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals twelve (12) years of age and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school-based clinicians for individuals referred for substance use.

4.6. The Contractor must provide children's intensive community-based services to individuals and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the individuals and their families in the community, in a culturally competent manner.

4.7. The Contractor must conduct and facilitate weekly children's intensive community-based team meetings in order to communicate needs and discuss progress.

**5. Rehabilitation for Empowerment, Education, and Work ("RENEW") Sustainability**

5.1. The Contractor must provide the RENEW intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services in accordance with the University of New Hampshire (UNH) - Institute on Disability (IOD) model.

5.2. The Contractor must ensure RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1-3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the individuals.

5.3. The Contractor must obtain support and coaching as needed from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**6. Division for Children, Youth and Families (DCYF)**

6.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**7. Crisis Services**

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

7.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

7.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

7.2.2. Included in Rapid Response reporting or data related to Rapid Response.

7.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

7.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 23, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

7.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

7.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

7.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

7.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 7.28.2.

7.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

7.9.1. Peer support specialists.

7.9.2. Bachelor's level provider.

7.9.3. Other Rapid Response crisis trained provider.

7.9.4. Master's level provider.

7.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

7.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

7.11.1. Case consultation;

7.11.2. Emergency medication management, as determined by the prescriber;

7.11.3. Telehealth or video evaluation; and

7.11.4. Conditional Discharge Revocation Process.

7.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

7.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

7.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.14.1. The location of the crisis.

7.14.2. The safety plan either developed over the phone or on record from prior contact(s).

7.14.3. Any accommodations needed.

7.14.4. Treatment history of the individual, if known.

7.14.5. Does not fulfill emergency medication refills.

7.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

7.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

7.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

7.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

7.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

7.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

7.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

7.21.1. Subsequent deployment of a Rapid Response Team to the community.

7.21.2. Telehealth interventions including but not limited to phone, text, and video).

7.21.3. Stabilization appointments.

7.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

7.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

7.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

7.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

7.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration, and/or institutionalization. The Contractor must ensure services include, but are not limited to:

7.25.1. Face-to-face assessments.

7.25.2. Disposition and decision-making.

7.25.3. Initial care and safety planning.

7.25.4. Post crisis and stabilization services.

7.25.5. Follow-up support.

7.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

7.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

7.28.1.1. In or at the individual's home.

7.28.1.2. Community settings.

7.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

7.28.2.1. Jails.

7.28.2.2. Schools.

7.28.2.3. Clinics.

7.28.2.4. Fire Departments.

7.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

7.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

7.28.4. Rapid Response Teams are prohibited from declining service due to distance.

7.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-I, provided no other available team has been identified by the Access Point;

7.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

7.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

7.28.7.1. Documented clinical rationale;

7.28.7.2. Administrative support; and

7.28.7.3. Phoenix reporting.

7.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.28.9. A face-to-face assessment as needed that includes, but is not limited to:

7.28.9.1. Assessment related to homicide and/or suicide risk.

7.28.9.2. Full mental health history including, but not limited to:

7.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.28.9.2.2. Substance use history.

7.28.9.2.3. Social, familial, environmental, and legal factors.

7.28.9.2.4. Presenting symptoms and onset of crisis.

7.28.9.3. Obtaining medication list, adherence to prescribed medications.

7.28.9.4. Brief medical history.

7.28.9.5. Mental status exam.

7.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

7.28.10.1. Staying in place with:

7.28.10.1.1. Stabilization services;

7.28.10.1.2. A safety plan; and/or

7.28.10.1.3. Follow-up with existing outpatient providers.

7.28.10.2. Stepping up to crisis stabilization services.

7.28.10.3. Admission to peer respite or step-up/step-down program.

7.28.10.4. Voluntary hospitalization.

7.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

7.28.10.6. Medical hospitalization.

7.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.29.1. Promoting recovery.

7.29.2. Building upon life, social, and other skills.

7.29.3. Offering support.

7.29.4. Reviewing crisis and safety plans.

7.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

7.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

7.30.3. Provided in the individual and family home, if requested by the individual;

7.30.4. Implemented using methods that include, but are not limited to:

7.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

7.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

7.30.4.2.1. Cognitive Behavior Therapy (CBT);

7.30.4.2.2. Dialectical Behavior Therapy (DBT);

7.30.4.2.3. Solution-focused therapy;

7.30.4.2.4. Developing concrete discharge plans; and

7.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

7.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

7.31.2. Engage in various outreach and educational activities including, but not limited to:

7.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

7.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

7.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

7.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

7.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

7.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

7.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

7.32.5. Coordinating with homeless outreach services.

7.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.33.1. Determine availability of the Rapid Response Teams;

7.33.2. Facilitate mobile response of dispatched teams; and

7.33.3. Resolve the immediate crisis episode.

7.34. The Contractor must maintain connection to the designated resource tracking system.

7.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

7.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

7.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

7.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

7.36.2.1. Number of unique individuals who received services.

7.36.2.2. Date and time of mobile arrival.

7.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

7.36.3.1. Diversions from hospitalizations.

7.36.3.2. Diversions from Emergency Rooms.

7.36.3.3. Services provided.

7.36.3.4. Location where services were provided.

7.36.3.5. Length of time service or services provided.

7.36.3.6. Whether law enforcement was involved for safety reasons.

7.36.3.7. Whether interpretation services or language support services were required.

7.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

7.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.36.3.10. Outcome of service provided, which may include, but is not limited to:

7.36.3.10.1. Remained in home.

7.36.3.10.2. Hospitalization.

7.36.3.10.3. Crisis stabilization services.

7.36.3.10.4. Crisis center services.

7.36.3.10.5. ED.

7.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

7.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

**8. Adult Assertive Community Treatment (ACT) Teams**

8.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

8.2. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

8.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

8.3. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

8.3.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

8.3.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

8.3.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

8.3.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

8.4. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

8.5. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

8.6. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

8.6.1. Extended hospitalization or incarceration.

8.6.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

8.7. The Contractor must report its level of staff compliance with the above listed requirements on a monthly basis in a format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor must:

8.7.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

8.7.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

8.7.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

8.7.4. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department.

**9. Individual Placement and Support - Supported Employment (IPS-SE)**

9.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

9.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

9.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

9.4.1. Work with the Department to identify solutions to meet the demand for services; and

9.4.2. Implement such solutions within 45 days.

9.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

9.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS-SE Employment Center and approved by BMHS; and

9.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**10. Critical Time Intervention**

10.1. Critical Time Intervention (CTI)

10.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

10.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

10.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

10.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

10.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

10.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

10.1.3.1. Individuals receive services over a period of nine (9) months;

10.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

10.1.3.3. Services decrease in intensity as the service period progresses.

10.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval before implementing any changes.

10.1.5. The Contractor must complete CTI program quality improvement reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

10.1.5.1. Revising or developing policies and procedures.

10.1.5.2. Participating in training.

10.1.5.3. Completing quality improvement plans in a format approved by the Department.

10.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

10.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

10.1.7.1. Individual and organizational challenges;

10.1.7.2. Progress; and

10.1.7.3. Opportunities.

10.1.8. The Contractor must establish and maintain effective working relationships with various local supports including, but not limited to:

10.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

10.1.8.2. Community Mental Health Centers, statewide.

10.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

10.1.8.4. Landlords.

10.1.8.5. Local Businesses.

10.1.8.6. Community Action Program agencies.

10.1.8.7. Peer Support Agencies.

10.1.8.8. Educational Institutions.

10.1.8.9. Public Assistance Agencies.

10.1.8.10. Local Welfare Offices.

10.1.8.11. Public Health Departments.

10.1.8.12. Transportation providers.

10.1.8.13. Faith-based organizations.

10.1.8.14. Refugee associations.

10.1.8.15. Health clubs.

10.1.8.16. Other social support organizations.

10.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

10.1.10. The Contractor must assist the individual with access to intensive

supports during all phases of the CTI program, as necessary, which include, but are not limited to:

10.1.10.1. ED visits.

10.1.10.2. Inpatient services to resolve crisis as they arise.

10.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

10.1.10.4. Rapid Response.

10.1.10.5. The Doorways.

10.1.10.6. NH Peer Support Agencies

10.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

10.2. Pre-CTI Services

10.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

10.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

10.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

10.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

10.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

10.2.4.2. Meet with the individual as often as needed, to:

10.2.4.2.1. Assess their needs; and

10.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

10.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

10.2.5.1. Review the individual's treatment history;

10.2.5.2. Identify existing community supports; and

10.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the

Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

10.2.5.3.1. Income.

10.2.5.3.2. Access to health care, including:

10.2.5.3.2.1. Health care services;

10.2.5.3.2.2. Mental health services;

10.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

10.2.5.3.2.4. Insurance coverage.

10.2.5.3.3. Diet and exercise.

10.2.5.3.4. Education.

10.2.5.3.5. Employment.

10.2.5.3.6. Family and social supports.

10.2.5.3.7. Housing arrangements.

10.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

10.2.6.1. Documenting the individual's recovery and transition goals;

10.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

10.2.6.3. Assisting with linkages to community supports as necessary.

10.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

10.2.6.5. Identifying barriers to success; and

10.2.6.6. Providing assistance with barrier resolution.

10.3. Phase One (1) CTI Services

10.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

10.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

10.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

10.3.2.1.1. Health care appointments.

10.3.2.1.2. Mental health appointments.

10.3.2.1.3. Recovery and substance use treatment sessions.

10.3.2.1.4. Dental appointments.

10.3.2.1.5. Other appointments relative to life skills.

10.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

10.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

10.3.2.4. Attending meetings or appointments as requested by the individual.

10.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

10.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

10.4. Phase Two (2) CTI Services

10.4.1. The Contractor must provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

10.4.2. The Contractor must reassess the individual's needs and update the Phase Plan.

10.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

10.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

10.4.3.2. Assisting with self-advocacy.

10.4.4. The Contractor must communicate with the individual's support

network to monitor the individual's ability to maintain relationships with their support network.

10.4.5. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

10.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

10.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

10.4.7.1. Faith and/or spiritual programs.

10.4.7.2. Physical fitness programs.

10.4.7.3. Social clubs.

10.4.7.4. Creative art programming.

10.4.7.5. Education.

10.4.7.6. Employment.

10.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

10.5. Phase Three (3) CTI Services

10.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

10.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

10.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community by developing a long-term plan to:

10.5.3.1. Manage their support network independently: and

10.5.3.2. Achieve recovery goals that remain outstanding.

10.5.4. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

10.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program

completion date, to:

10.5.5.1. Acknowledge achievements over the past 9 months; and

10.5.5.2. Ensure the individual can function independently with their support network.

10.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

10.5.6.1. The steps the individual made that indicate their ability to manage their support network independently;

10.5.6.2. The individual's recovery and transition goals;

10.5.6.3. The individual's experience in CTI;

10.5.6.4. Initial Risk Assessment;

10.5.6.5. Barriers to the Intervention; and

10.5.6.6. A summary of the CTI Intervention.

10.6. CTI Program Inactive, Reactivated, and Closed Statuses

10.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

10.6.1.1. <u>Inactive Status</u>

10.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

10.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

10.6.1.1.3. The CTI Supervisor must:

10.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

10.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

10.6.1.1.3.3. Note the individual did not complete the program in the EHR.

10.6.1.2. Reactivated Status

10.6.1.2.1. An individual must be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

10.6.1.2.2. Once the individual is reactivated, the CTI Supervisor must reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

10.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

10.6.1.2.4. The CTI Coach must update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

10.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

10.6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/or updated; and

10.6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

10.6.1.3. Closed Status

10.6.1.3.1. An individual must be considered closed if the individual:

10.6.1.3.1.1. Moved out of state, or the catchment area;

10.6.1.3.1.2. Passed away;

10.6.1.3.1.3. Is hospitalized for an extended period of time as determined by the Contractor;

10.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

10.6.1.3.1.5. Is incarcerated; or

10.6.1.3.1.6. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's closing policy.

10.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

10.6.1.3.3. The CTI Supervisor msut remove the individual from the CTI Coach's caseload.

10.6.1.3.4. If the individual becomes eligible for CTI again, the Contractor must ensure they are allowed to receive the service.

10.7. CTI Supervisory Scope of Work

10.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

10.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

10.7.3. The Contractor must ensure the CTI Supervisor conducts bi-weekly one-on-one supervision with CTI workers. The Contractor must ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

10.7.3.1. Bi-weekly documentation on required forms that include the:

10.7.3.1.1. Weighted caseload tracker;

10.7.3.1.2. Phase date form; and

10.7.3.1.3. CTI Team Supervision form; and

10.7.3.2. CTI worker's fidelity efforts; and

10.7.3.3. CTI worker's barriers to securing community services and supports for CTI participants.

10.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

10.7.4.1. New Hampshire Hospital (NHH) Liaison

10.7.4.2. Designated Receiving Facility (DRF)

10.7.4.3. Crisis-related meeting representation and support.

10.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

10.8. CTI Flexible Needs

10.8.1. When no other payer is available, the Contractor must offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

10.8.1.1. Groceries.

10.8.1.2. Transportation.

10.8.1.3. Childcare.

10.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

10.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

10.8.1.6. Other uses pre-approved in writing by the Department.

10.9. CTI Staffing

10.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

10.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

10.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

10.9.1.3. Three (3) Full Time Equivalent (FTE) CTI Workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

10.9.1.4. One (1) 0.5 FTE CTI Supervisor.

10.9.2. The Contractor must ensure all CTI staff:

10.9.2.1. Complete the CTI model training;

10.9.2.2. Attend CTI Team meeting; and

10.9.2.3. Attend Community of Practice (CoP) meetings.

10.9.3. The Contractor must participate in training and skill deployment, as requested by the Department, which includes:

10.9.3.1. A one (1) day CTI worker training;

10.9.3.2. A one (1) day CTI supervisor training;

10.9.3.3. Assist in co-facilitating CTI staff training;

10.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

10.9.3.5. Complementary trainings to CTI staff.

**11. Coordination of Care from Residential or Psychiatric Treatment Facilities** DS

11.1. The Contractor must designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community.

11.2. The Contractor may designate a different liaison for individuals being served through their children's services.

11.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

11.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

11.5. The Contractor must work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

11.6. The Contractor must make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

11.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

11.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated

Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

11.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

11.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

11.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**12. Coordinated Care and Integrated Treatment**

12.1. Primary Care

12.1.1. The Contractor must request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor must support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

12.2. Substance Misuse Treatment, Care and/or Referral

12.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

12.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

12.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

12.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

12.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

12.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

12.3. Area Agencies

12.3.1. The Contractor must collaborate with the Area Agency that serves the region to address processes that include:

12.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

12.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

12.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of

Health and Humans Services, as implemented by the regional Area Agency;

12.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

12.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V-TR;

12.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

12.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

12.4. Peer Supports

12.4.1. The Contractor must actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

12.4.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

12.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promotes the availability of these services.

12.4.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

12.5. Transition of Care with MCO's

12.5.1. The Contractor must ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**13. Deaf Services**

13.1. The Contractor must work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

13.2. The Contractor must work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

13.3. The Contractor must ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

13.4. The Contractor must ensure services are person-directed, which may result in:

13.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

13.4.2. Care being shared across the regions; or

13.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**14. CANS/ANSA or Other Approved Assessment**

14.1. The Contractor must ensure all clinicians, with the exception of Rapid Response staff, providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

14.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

14.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence- based tool, if serving the adult population.

14.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

14.3. The Contractor must ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

14.3.1. Utilized to develop an individualized, person-centered treatment plan;

14.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

14.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

14.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

14.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

14.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

14.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

14.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**15. Pre-Admission Screening and Resident Review**

15.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

15.2. Upon request by the Department, the Contractor must:

15.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

15.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

15.2.2.1. Requires nursing facility care; and

15.2.2.2. Has active treatment needs.

**16. Application for Other Services**

16.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

16.1.1. Medicaid.

16.1.2. Medicare.

16.1.3. Social Security Disability Income.

16.1.4. Veterans Benefits.

16.1.5. Public Housing.

16.1.6. Section 8 Subsidies.

16.1.7. Child Care Scholarship.

**17. Community Mental Health Program (CMHP) Status**

17.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

17.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**18. Quality Improvement**

18.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

18.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

18.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

18.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

18.3.1. Submit all required information in a format provided by the Department or contracted vendor.

18.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

18.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

18.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

18.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

18.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

18.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**19. Maintenance of Fiscal Integrity**

19.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

19.1.1. Balance Sheet for the Contractor's entire organization including all related parties.

19.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

19.1.2.1. All revenue sources and expenditures; and

19.1.2.2. A budget column allowing for budget to actual analysis.

19.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

19.1.3.1. All revenue sources and all related expenditures for the Program; and

19.1.3.2. A budget column allowing for budget to actual analysis.

19.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

19.2. 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.

19.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

19.3.1. Days of Cash on Hand:

19.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

19.3.1.2. 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.

19.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

19.3.2. Current Ratio:

19.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

19.3.2.2. Formula: Total current assets divided by total current liabilities.

19.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

19.3.3. Debt Service Coverage Ratio:

19.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

19.3.3.2. Definition: The ratio of net income to the year to date debt service.

19.3.3.3. 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.

19.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

19.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

19.3.4. Net Assets to Total Assets:

19.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

19.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

19.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

19.3.4.4. Source of Data: The Contractor's monthly financial statements.

19.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

19.4. In the event that the Contractor does not meet either:

19.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

19.4.2. 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:

19.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

19.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

19.5. 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:

19.5.1. 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.

19.6. 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.

19.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

19.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

19.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**20. Reduction or Suspension of Funding**

20.1. 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.

20.1.1. 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.

20.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

20.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

20.1.2.2. Crisis services for all individuals.

20.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

20.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**21. Elimination of Programs and Services by Contractor**

21.1. Not including service reductions collaboratively addressed in Section 20. 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.

21.2. 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.

21.3. 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.

**22. Closed Loop Referral System**

22.1. 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.

22.2. 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.

22.2.1. 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.

**23. Data Reporting**

23.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

23.2. The Contractor must submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

23.3. The Contractor must submit individual client intake, demographics, payor, diagnostic, referral, location, and other information specified by the Department, and all service encounter and outcome data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

23.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

23.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expects updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

23.6. The Contractor must meet all the general requirements for the Phoenix system which include, but are not limited to:

23.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

23.6.2. Ensuring data files and records are consistent with reporting specification requirements.

23.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

23.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

23.6.5. Participating in Departmental efforts for system-wide data quality improvement.

23.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

23.6.6.1. All data is formatted in accordance with the file specifications;

23.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

23.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

23.7. The Contractor must meet the following standards:

23.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

23.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

23.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

23.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

23.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

23.9.1. The exemption length shall not exceed 180 days.

23.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

23.9.3. The Contractor must implement the Department-approved corrective action plan.

23.9.4. Failure by the Contractor to implement the correction action plan may require:

23.9.4.1. An additional corrective action plan; or

23.9.4.2. Other remedies as specified by the Department.

## 24. Background Checks

24.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

24.1.1. 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;

24.1.2. 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

24.1.3. 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.

## 25. Confidential Data

25.1. 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.

25.2. 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.

## 26. Privacy Impact Assessment

26.1. 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:

26.1.1. How PII is gathered and stored;

26.1.2. Who will have access to PII;

26.1.3. How PII will be used in the system;

26.1.4. How individual consent will be achieved and revoked; and

26.1.5. Privacy practices.

26.2. 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.

**27. Department Owned Devices, Systems and Network Usage**

27.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

27.1.1. 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;

27.1.2. 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;

27.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

27.1.4. 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;

27.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

27.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

27.1.7. 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."

27.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

27.1.9. Agree when utilizing the Department's email system:

27.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

27.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

27.1.9.3. 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."

27.1.10. 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:

27.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

27.1.10.2. 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.

27.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information

Security webpages.

27.1.11. 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.

27.1.12. 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.

27.1.13. Workspace Requirement

27.1.14. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**28. Contract End-of-Life Transition Services**

28.1. General Requirements

28.1.1. 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.

28.1.2. 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.

28.1.3. 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.

28.1.4. 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.

28.1.5. 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.

28.1.6. 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.

28.2. Completion of Transition Services

28.2.1. 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.

28.2.2. 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.

28.3. Disagreement over Transition Services Results

28.3.1. 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.

**29. Exhibits Incorporated**

29.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

29.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

29.3. 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 I, Business Associate Agreement, which has been executed by the parties.

**30. Additional Terms**

30.1. **Impacts Resulting from Court Orders or Legislative Changes**

30.1.1. 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.

30.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

30.2.1. The Contractor must submit:

30.2.1.1. 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.

30.2.1.2. 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

30.2.1.3. 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).

30.3. **Credits and Copyright Ownership**

30.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

30.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

30.3.3. 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.

30.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

30.4. **Operation of Facilities: Compliance with Laws and Regulations**

30.4.1. 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.

30.5. **Eligibility Determinations**

30.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

30.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**31. Records**

31.1. The Contractor must keep records that include, but are not limited to:

31.1.1. 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.

31.1.2. 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 including, but not limited to, 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.

31.1.3. 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.

31.1.4. Medical records on each patient/recipient of services.

31.2. 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.

31.3. 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.

# EXHIBIT C – Amendment #2

## Payment Terms

1. This Agreement is funded by:
   1.1. 0.24% Federal funds, Block Grants for Community Mental Health Services, as awarded on 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM090358.
   1.2. 0.42% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 99.10% General funds.
   1.4. 0.24% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer,

the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 7,080.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 1,768,077.00 | $ 1,768,077.00 | $ 1,768,077.00 | $ 1,768,077.00 | $ 7,072,308.00 |
| Mobile Crisis Apartments Occupancy | $ 143,000.00 | $ 143,000.00 | $ - | $ - | $ 286,000.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Child and Youth Based Programming and Team Based Approaches (BCBH) | $ 140,000.00 | $ 140,000.00 | $ 140,000.00 | $ 140,000.00 | $ 560,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 24,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| Interpreter Services Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System of Care 2.0 | $ 263,028.00 | $ - | $ - | $ - | $ 263,028.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,828.00 | $ - | $ - | $ - | $ 43,828.00 |
| Critical Time Intervention | $ - | $ - | $ 277,858.00 | $ 277,858.00 | $ 555,716.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| Total | $ 2,643,203.00 | $ 2,331,347.00 | $ 2,722,308.00 | $ 2,727,308.00 | $ 10,424,166.00 |

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #2, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 7. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1)<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Child and Youth Based Programming and Team Based Approaches: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-5, Budget – Amendment #2.

6.7. Behavioral Health Services Information System (BHSIS):

6.7.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.7.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.7.1.2. Software or training purchases aimed at improving data collection; and

6.7.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.7.2. Supporting Documentation Requirements

6.7.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.7.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.7.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.7.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.9. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlines in Exhibit B – Amendment #2, Scope of Services. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an

Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

6.10. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.11. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.12. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.12.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.12.1.1, Rate Table, which are rates set for the term of the contract.

**6.12.1.1. Rate Table**

| Rate | Amount | Eligibility | Payment Frequency |
|---|---|---|---|
| Pre-CTI | $128.79 | Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting. | Paid once per individual. |
| CTI (Phases 1-3) | $370.91 | Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum. | Paid once per individual, per month, not to exceed nine (9) consecutive months. |

6.12.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Section 6.12.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.12.2.1. CTI worker salaries and benefits;

6.12.2.2. CTI supervisor salaries and benefits; and

6.12.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.12.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Section 6.12.1.1., then:

6.12.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.12.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-6, Budget – Amendment #2, over the term of the Agreement.

6.12.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.12.1.1., then:

6.12.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.12.1.1, and the actual amounts of expenses incurrred.

6.12.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.12.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.12.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.12.1.1 have been met for each individual identified on the invoice.

6.12.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.12.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.12.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures

on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-6, Budget – Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

6.12.7.1. Used to directly support the needs of the client when no other funds are available;

6.12.7.2. Used for one-time expenses tangible in nature;

6.12.7.3. Not disbursed as gift cards or gift certificates;

6.12.7.4. Directly allocable to the work performed under this Agreement;

6.12.7.5. Appropriate in amount and nature, as determined by the Department; and

6.12.7.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

6.12.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.12.8.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.12.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-6, Budget – Amendment #2, and meet criteria as outlined by the Department at the time of application.

6.12.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will

be disbursed on a first come/first served basis. The Contractor may:

6.12.9.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.12.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.12.9.2.1. Table 2**

| # | Incentive Payment Goal | Total Incentive Payments |
|---|---|---|
| 1 | For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments. | $350 per individual |
| 2 | For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments. | $500 per individual |

6.12.9.2.2. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

6.12.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.12.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY,

and based on data submitted by the Contractor via the Phoenix reporting system.

6.12.9.4. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Supporting documentation shall be labeled by line item.

7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without

obtaining approval of the Governor and Executive Council, if needed and justified.

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**

**Contractor Name:** *Riverbend Community Mental Health, Inc.*

**Budget Request for:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $1,035,000 | $100,000 | $1,035,000 | $100,000 |
| 2. Fringe Benefits | $336,739 | $0 | $336,739 | $0 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $6,000 | $0 | $6,000 | $0 |
| 5.(a) Supplies - Educational | $500 | $0 | $500 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 | $0 | $0 |
| 5.(d) Supplies - Medical | $2,000 | $0 | $2,000 | $0 |
| 5.(e) Supplies - Office | $4,702 | $0 | $4,702 | $0 |
| 6. Travel | $1,500 | $0 | $1,500 | $0 |
| 7. Software | $71,000 | $13,000 | $71,000 | $13,000 |
| 8. (a) Other - Marketing/Communications | $200 | $0 | $200 | $0 |
| 8. (b) Other - Education and Training | $1,450 | $0 | $1,450 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Other Occupancy* | $46,000 | $2,000 | $46,000 | $2,000 |
| *Other Communications* | $25,000 | $6,250 | $25,000 | $6,250 |
| *Other Postage* | $1,150 | $0 | $1,150 | $0 |
| *Other Subscriptions* | $7,000 | $0 | $7,000 | $0 |
| *Other Insurance* | $0 | $39,000 | $0 | $39,000 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $1,538,241 | $160,250 | $1,538,241 | $160,250 |
| Total Indirect Costs | $229,836 | $0 | $229,836 | $0 |
| ***Subtotals*** | **$1,768,077** | **$160,250** | **$1,768,077** | **$160,250** |
| | | | **Total $** | **3,856,654** |

DS

Contractor Initials: _____

Date: 6/5/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *Riverbend Community Mental Health, Inc.*

**Budget Request for:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $225,000 | $380,188 | $225,000 | $380,188 |
| 2. Fringe Benefits | $0 | $216,318 | $0 | $216,318 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>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 | $1,442 | $0 | $1,442 |
| 6. Travel | $0 | $15,827 | $0 | $15,827 |
| 7. Software | $0 | $40,457 | $0 | $40,457 |
| 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 |
| *Other Occupancy* | $0 | $22,388 | $0 | $22,388 |
| *Other Dues and Fees* | $0 | $3,818 | $0 | $3,818 |
| *Other Training* | $0 | $3,226 | $0 | $3,226 |
| *OtherMarketing* | $0 | $200 | $0 | $200 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $225,000 | $683,864 | $225,000 | $683,864 |
| Total Indirect Costs | $0 | $102,580 | $0 | $102,580 |
| ***Subtotals*** | **$225,000** | **$786,444** | **$225,000** | **$786,444** |
| | | | **Total $** | **2,022,887** |

DS

Contractor Initials: _____

Date: 6/5/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *Riverbend Community Mental Health, Inc.*

**Budget Request for:** *Mental Health Services - Child and Youth Based Programming and Team Based Approaches*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $128,722 | $189,164 | $128,722 | $189,164 |
| 2. Fringe Benefits | $11,278 | $73,221 | $11,278 | $73,221 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>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 | $640 | $0 | $640 |
| 6. Travel | $0 | $8,907 | $0 | $8,907 |
| 7. Software | $0 | $15,334 | $0 | $15,334 |
| 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 |
| *Other Insurance* | $0 | $5,624 | $0 | $5,624 |
| *Other Occupancy* | $0 | $5,787 | $0 | $5,787 |
| *Other Postage* | $0 | $175 | $0 | $175 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $140,000 | $298,852 | $140,000 | $298,852 |
| Total Indirect Costs | $0 | $44,828 | $0 | $44,828 |
| ***Subtotals*** | **$140,000** | **$343,679** | **$140,000** | **$343,679** |
| | | | **Total** | **$ 967,359** |

DS

Contractor Initials: _____

Date: 6/5/2025

Exhibit C-6, Budget - Amendment #2

**New Hampshire Department of Health and Human Services**

**Contractor Name:** Riverbend Community Mental Health, Inc.

**Budget Request for:** Critical Time Intervention

**Budget Period:** SFY2026 - SFY2027

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $8,000 | $8,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $269,858 | $269,858 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $277,858 | $277,858 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | $277,858 | $277,858 |
| | TOTAL | $555,716 |

Contractor Initials: DS

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 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

Docusign Envelope ID: 46CF3436-9601-4424-9242-A380D6AB62CB

# 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

Docusign Envelope ID: 46CF3436-9601-4424-9242-A380D6AB62CB

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<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>855 874-0123 | PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No):<br>E-MAIL ADDRESS: linda.jaeger@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
Riverbend Community Mental Health Inc.
29 School Street
Concord, NH 03301

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE [X] OCCUR<br>X BI/PD Ded:$10K<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT [X] LOC<br>OTHER: | | | PHPK2607465008 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$5,000<br>$1,000,000<br>$3,000,000<br>$3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | PHPK2607466008 | 10/01/2024 | 10/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB [X] OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10K | | | PHUB8832130008 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>AGGREGATE | $10,000,000<br>$10,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | R02233HCHS202501<br>3A States: NH | 01/01/2025 | 01/01/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Professional Liability | | | PHPK2607465008 | 10/01/2024 | 10/01/2025 | $1,000,000 Ea. Incident<br>$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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PJRZP

# 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

DocuSign Envelope ID: F33022E7-8374-41B0-A409-2CB4E7864A5A

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.

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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.

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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 |

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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..

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 | 538,335 |
| 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 | 706,987 |
| Other Insurance | 620,102 | - | 620,102 | 100,276 | 6,961 | 2,401 | 284,637 | 16,593 | 201,866 | 1,924 | - | - | 27 | - | 5,417 | 1,043,059 |
| Other Program Fees | 404,522 | - | 404,522 | 2,800 | - | - | 15,352 | - | 466 | - | 137,974 | - | 230,220 | - | 17,710 | 403,062 |
| 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 | - | 830,324 | - | 349,814 | 6,307 | 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 | $ 2,268,186 | $ 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 | $ - | $ 690,960 | $ 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 | 81,388 | 493,335 | 121,073 | 44,115 | - | 55,685 | 8,734 | 86,040 | 1,486,152 |
| 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. | 1,630,243 | 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 | 266 | - | 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 | 1,909 | - | 452 | 1,075 | 3,707 | 51,265 |
| OCCUPANCY COSTS | | | | | | | | | | | | | | | | |
| Rent | 137,876 | 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 | 12,809 | 1,331 | 13,839 | 2,488 | 6,629 | - | 20,756 | 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 | 221,955 | 201,949 | 37,320 | 5,727 | 4,595 | 31,052 | 11,264 | 64,599 | 18,231 | 6,041 | - | 10,175 | 1,153 | 11,792 | 24,099 |
| CONSUMABLE SUPPLIES | | | | | | | | | | | | | | | | |
| Office | 64,523 | 15,626 | 48,897 | 5,240 | 391 | 465 | 7,381 | 1,815 | 17,636 | 11,429 | 1,775 | - | 1,452 | 478 | 836 | 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 | 160,252 |
| 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 | 65,196 | 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 | 56,899 | 20 | 112 | 3,567 | 24,818 | 176,108 | 3,101 | 4,418 | - | 4,011 | 795 | 5,314 | 249,351 |
| Clients | 6,291 | 614 | 5,677 | 857 | 144 | 142 | 52 | - | 40 | 1,163 | 284 | - | - | - | 2,895 | 17,298 |
| INSURANCE | | | | | | | | | | | | | | | | |
| Malpractice and Bonding | 180,027 | 18,626 | 161,401 | - | 21,232 | 10,529 | 26,813 | 8,122 | 40,848 | 27,632 | 3,927 | - | 7,158 | 1,708 | 13,634 | 185,684 |
| Vehicles | 18,150 | 9,002 | 10,148 | 2,192 | - | - | - | - | 137 | - | 4,287 | - | 3,532 | - | - | 15,360 |
| Comp. Property & Liab. | 66,704 | 19,149 | 47,555 | 27,313 | 569 | 671 | 5,228 | 925 | 5,683 | 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 | 244,599 |
| IN-KIND EXPENSE | 165,584 | - | 165,584 | - | - | - | - | - | - | - | 165,584 | - | - | - | - | 170,784 |
| DEPRECIATION AND AMORTIZATION | 1,076,666 | 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 | 40,064 |
| 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 | 34,105,087 | 5,309,231 | 28,795,856 | 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 | 169,259 | 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 | 384,070 | 180,652 | 11,848 | 216,993 | 31,575 | 329,855 | - |
| TOTAL PROGRAM EXPENSES | 34,105,087 | 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 availability for each payment received. Riverbend Community Mental Health, Inc. received $550,000 in provider relief funds in Period 1 which was subject to the Uniform Guidance at June 30, 2021. Riverbend Community Mental Health, Inc. received $164,840 in provider relief funds in Period 3 which was recognized as revenue and subject to the Uniform Guidance as of June 30, 2022 as shown on the schedule above. Additionally Riverbend Community Mental Health, Inc. received $548,512 in provider relief funds in Period 4 which was recognized as revenue for the year ended June 30, 2022, but not subject to the Uniform Guidance until June 30, 2023.

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $6,264,979

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/2025
Date

Signed by:
Kaja Fox
2A9FEC7D61664F9...
Name: Kaja Fox
Title: Director

Monadnock Family Services

6/5/2025
Date

Signed by:
Melinda Asbury
0CF143A8A581458...
Name: Melinda Asbury
Title: Interim CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/6/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 5.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

Initial: ma

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

**2. System of Care for Children's Mental Health**

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Division for Children, Youth and Families (DCYF)**

4.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

4.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

5. **Crisis Services**

5.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

5.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

5.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

5.2.2. Included in Rapid Response reporting or data related to Rapid Response.

5.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

5.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 22, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

5.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

5.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

5.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

5.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

5.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

5.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

5.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

5.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 5.28.2.

5.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

5.9.1. Peer support specialists.

5.9.2. Bachelor's level provider.

5.9.3. Other Rapid Response crisis trained provider.

5.9.4. Master's level provider.

5.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

5.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

5.11.1. Case consultation;

5.11.2. Emergency medication management, as determined by the prescriber;

5.11.3. Telehealth or video evaluation; and

5.11.4. Conditional Discharge Revocation Process.

5.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

5.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

5.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

5.14.1. The location of the crisis.

5.14.2. The safety plan either developed over the phone or on record from prior contact(s).

5.14.3. Any accommodations needed.

5.14.4. Treatment history of the individual, if known.

5.14.5. Does not fulfill emergency medication refills.

5.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

5.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

5.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

5.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

5.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

5.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

5.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

5.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

5.21.1. Subsequent deployment of a Rapid Response Team to the community.

5.21.2. Telehealth interventions including but not limited to phone, text, and video).

5.21.3. Stabilization appointments.

5.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

5.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

5.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

5.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

5.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration,

and/or institutionalization. The Contractor must ensure services include, but are not limited to:

5.25.1. Face-to-face assessments.

5.25.2. Disposition and decision-making.

5.25.3. Initial care and safety planning.

5.25.4. Post crisis and stabilization services.

5.25.5. Follow-up support.

5.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

5.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

5.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

5.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

5.28.1.1. In or at the individual's home.

5.28.1.2. Community settings.

5.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

5.28.2.1. Jails.

5.28.2.2. Schools.

5.28.2.3. Clinics.

5.28.2.4. Fire Departments.

5.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

5.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

5.28.4. Rapid Response Teams are prohibited from declining service due to distance.

5.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-l, provided no other available team has been identified by the Access Point;

5.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

5.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

5.28.7.1. Documented clinical rationale;

5.28.7.2. Administrative support; and

5.28.7.3. Phoenix reporting.

5.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

5.28.9. A face-to-face assessment as needed that includes, but is not limited to:

5.28.9.1. Assessment related to homicide and/or suicide risk.

5.28.9.2. Full mental health history including, but not limited to:

5.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

5.28.9.2.2. Substance use history.

5.28.9.2.3. Social, familial, environmental, and legal factors.

5.28.9.2.4. Presenting symptoms and onset of crisis.

5.28.9.3. Obtaining medication list, adherence to prescribed medications.

5.28.9.4. Brief medical history.

5.28.9.5. Mental status exam.

5.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

5.28.10.1. Staying in place with:

5.28.10.1.1. Stabilization services;

5.28.10.1.2. A safety plan; and/or

5.28.10.1.3. Follow-up with existing outpatient providers.

5.28.10.2. Stepping up to crisis stabilization services.

Admission to peer respite or step-up/step-down program.

5.28.10.3. Voluntary hospitalization.

5.28.10.4. Initiation of Involuntary Emergency Admission (IEA).

5.28.10.5. Medical hospitalization.

5.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

5.29.1. Promoting recovery.

5.29.2. Building upon life, social, and other skills.

5.29.3. Offering support.

5.29.4. Reviewing crisis and safety plans.

5.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

5.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

5.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

5.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

5.30.3. Provided in the individual and family home, if requested by the individual;

5.30.4. Implemented using methods that include, but are not limited to:

5.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

5.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

5.30.4.2.1. Cognitive Behavior Therapy (CBT);

5.30.4.2.2. Dialectical Behavior Therapy (DBT);

5.30.4.2.3. Solution-focused therapy;

5.30.4.2.4. Developing concrete discharge plans; and

5.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

5.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

5.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

5.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

5.31.2. Engage in various outreach and educational activities including, but not limited to:

5.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

5.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

5.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

5.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

5.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

5.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

5.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

5.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

5.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

5.32.5. Coordinating with homeless outreach services.

5.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

5.33.1. Determine availability of the Rapid Response Teams;

5.33.2. Facilitate mobile response of dispatched teams; and

5.33.3. Resolve the immediate crisis episode.

5.34. The Contractor must maintain connection to the designated resource tracking system.

5.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

5.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

5.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

5.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

5.36.2.1. Number of unique individuals who received services.

5.36.2.2. Date and time of mobile arrival.

5.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

5.36.3.1. Diversions from hospitalizations.

5.36.3.2. Diversions from Emergency Rooms.

5.36.3.3. Services provided.

5.36.3.4. Location where services were provided.

5.36.3.5. Length of time service or services provided.

5.36.3.6. Whether law enforcement was involved for safety reasons.

5.36.3.7. Whether interpretation services or language support services were required.

5.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

5.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

5.36.3.10. Outcome of service provided, which may include, but is not limited to:

5.36.3.10.1. Remained in home.

5.36.3.10.2. Hospitalization.

5.36.3.10.3. Crisis stabilization services.

5.36.3.10.4. Crisis center services.

5.36.3.10.5. ED.

5.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

5.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

**6. Adult Assertive Community Treatment (ACT) Teams**

6.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

6.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

6.2. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

6.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

6.3. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

6.3.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

6.3.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

6.3.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

6.3.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

6.4. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

6.5. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

6.6. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

6.6.1. Extended hospitalization or incarceration.

6.6.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

6.7. The Contractor must report its level of staff compliance with the above listed requirements on a monthly basis in a format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor must:

6.7.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

6.7.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

6.7.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

6.7.4. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department.

**7. Individual Placement and Support - Supported Employment (IPS-SE)**

7.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

7.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

7.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

7.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

7.4.1. Work with the Department to identify solutions to meet the demand for services; and

7.4.2. Implement such solutions within 45 days.

7.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

7.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

7.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

7.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

7.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

7.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS-SE Employment Center and approved by BMHS; and

7.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**8. Critical Time Intervention**

8.1. Critical Time Intervention (CTI)

8.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

8.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

8.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

8.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

8.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

8.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

8.1.3.1. Individuals receive services over a period of nine (9) months;

8.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

8.1.3.3. Services decrease in intensity as the service period progresses.

8.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval

before implementing any changes.

8.1.5. The Contractor must complete CTI program quality improvement reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

8.1.5.1. Revising or developing policies and procedures.

8.1.5.2. Participating in training.

8.1.5.3. Completing quality improvement plans in a format approved by the Department.

8.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

8.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

8.1.7.1. Individual and organizational challenges;

8.1.7.2. Progress; and

8.1.7.3. Opportunities.

8.1.8. The Contractor must establish and maintain effective working relationships with various local supports including, but not limited to:

8.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

8.1.8.2. Community Mental Health Centers, statewide.

8.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

8.1.8.4. Landlords.

8.1.8.5. Local Businesses.

8.1.8.6. Community Action Program agencies.

8.1.8.7. Peer Support Agencies.

8.1.8.8. Educational Institutions.

8.1.8.9. Public Assistance Agencies.

8.1.8.10. Local Welfare Offices.

8.1.8.11. Public Health Departments.

8.1.8.12. Transportation providers.

8.1.8.13. Faith-based organizations.

8.1.8.14. Refugee associations.

8.1.8.15. Health clubs.

8.1.8.16. Other social support organizations.

8.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

8.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

8.1.10.1. ED visits.

8.1.10.2. Inpatient services to resolve crisis as they arise.

8.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

8.1.10.4. Rapid Response.

8.1.10.5. The Doorways.

8.1.10.6. NH Peer Support Agencies

8.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

8.2. Pre-CTI Services

8.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

8.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

8.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

8.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

8.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

8.2.4.2. Meet with the individual as often as needed, to:

8.2.4.2.1. Assess their needs; and

8.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

8.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

8.2.5.1. Review the individual's treatment history;

8.2.5.2. Identify existing community supports; and

8.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

8.2.5.3.1. Income.

8.2.5.3.2. Access to health care, including:

8.2.5.3.2.1. Health care services;

8.2.5.3.2.2. Mental health services;

8.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

8.2.5.3.2.4. Insurance coverage.

8.2.5.3.3. Diet and exercise.

8.2.5.3.4. Education.

8.2.5.3.5. Employment.

8.2.5.3.6. Family and social supports.

8.2.5.3.7. Housing arrangements.

8.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

8.2.6.1. Documenting the individual's recovery and transition goals;

8.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

8.2.6.3. Assisting with linkages to community supports as necessary.

8.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

8.2.6.5. Identifying barriers to success; and

8.2.6.6. Providing assistance with barrier resolution.

8.3. Phase One (1) CTI Services

8.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

8.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

8.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

8.3.2.1.1. Health care appointments.

8.3.2.1.2. Mental health appointments.

8.3.2.1.3. Recovery and substance use treatment sessions.

8.3.2.1.4. Dental appointments.

8.3.2.1.5. Other appointments relative to life skills.

8.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

8.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

8.3.2.4. Attending meetings or appointments as requested by the individual.

8.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

8.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

8.4. Phase Two (2) CTI Services

8.4.1. The Contractor must provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

8.4.2. The Contractor must reassess the individual's needs and update

the Phase Plan.

8.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

8.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

8.4.3.2. Assisting with self-advocacy.

8.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

8.4.5. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

8.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

8.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

8.4.7.1. Faith and/or spiritual programs.

8.4.7.2. Physical fitness programs.

8.4.7.3. Social clubs.

8.4.7.4. Creative art programming.

8.4.7.5. Education.

8.4.7.6. Employment.

8.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

8.5. Phase Three (3) CTI Services

8.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

8.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

8.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community

by developing a long-term plan to:

8.5.3.1. Manage their support network independently: and

8.5.3.2. Achieve recovery goals that remain outstanding.

8.5.4. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

8.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

8.5.5.1. Acknowledge achievements over the past 9 months; and

8.5.5.2. Ensure the individual can function independently with their support network.

8.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

8.5.6.1. The steps the individual made that indicate their ability to manage their support network independently;

8.5.6.2. The individual's recovery and transition goals;

8.5.6.3. The individual's experience in CTI;

8.5.6.4. Initial Risk Assessment;

8.5.6.5. Barriers to the Intervention; and

8.5.6.6. A summary of the CTI Intervention.

8.6. CTI Program Inactive, Reactivated, and Closed Statuses

8.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

8.6.1.1. <u>Inactive Status</u>

8.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

8.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to

indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

8.6.1.1.3. The CTI Supervisor must:

8.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

8.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

8.6.1.1.3.3. Note the individual did not complete the program in the EHR.

8.6.1.2. Reactivated Status

8.6.1.2.1. An individual must be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

8.6.1.2.2. Once the individual is reactivated, the CTI Supervisor must reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

8.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

8.6.1.2.4. The CTI Coach must update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

8.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be

considered having completed and graduated from the program if they receive:

8.6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

8.6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

8.6.1.3. Closed Status

8.6.1.3.1. An individual must be considered closed if the individual:

8.6.1.3.1.1. Moved out of state, or the catchment area;

8.6.1.3.1.2. Passed away;

8.6.1.3.1.3. Is hospitalized for an extended period of time as determined by the Contractor;

8.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

8.6.1.3.1.5. Is incarcerated; or

8.6.1.3.1.6. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's closing policy.

8.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

8.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

8.6.1.3.4. If the individual becomes eligible for CTI again, the Contractor must ensure they are allowed to receive the service.

8.7. CTI Supervisory Scope of Work

8.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

8.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

8.7.3. The Contractor must ensure the CTI Supervisor conducts bi-weekly one-on-one supervision with CTI workers. The Contractor must ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

8.7.3.1. Bi-weekly documentation on required forms that include the:

8.7.3.1.1. Weighted caseload tracker;

8.7.3.1.2. Phase date form; and

8.7.3.1.3. CTI Team Supervision form; and

8.7.3.2. CTI worker's fidelity efforts; and

8.7.3.3. CTI worker's barriers to securing community services and supports for CTI participants.

8.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

8.7.4.1. New Hampshire Hospital (NHH) Liaison

8.7.4.2. Designated Receiving Facility (DRF)

8.7.4.3. Crisis-related meeting representation and support.

8.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

8.8. CTI Flexible Needs

8.8.1. When no other payer is available, the Contractor must offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

8.8.1.1. Groceries.

8.8.1.2. Transportation.

8.8.1.3. Childcare.

8.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

8.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

8.8.1.6. Other uses pre-approved in writing by the Department.

8.9. CTI Staffing

8.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

8.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

8.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

8.9.1.3. Two (2) Full Time Equivalent (FTE) CTI workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

8.9.1.4. One (1) 0.5 FTE CTI Supervisor.

8.9.2. The Contractor must ensure all CTI staff:

8.9.2.1. Complete the CTI model training;

8.9.2.2. Attend CTI Team meeting; and

8.9.2.3. Attend Community of Practice (CoP) meetings.

8.9.3. The Contractor must participate in training and skill deployment,

as requested by the Department, which includes:

8.9.3.1. A one (1) day CTI worker training;

8.9.3.2. A one (1) day CTI supervisor training;

8.9.3.3. Assist in co-facilitating CTI staff training;

8.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

8.9.3.5. Complementary trainings to CTI staff.

**9. Coordination of Care from Residential or Psychiatric Treatment Facilities**

9.1. The Contractor must designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community.

9.2. The Contractor may designate a different liaison for individuals being served through their children's services.

9.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

9.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

9.5. The Contractor must work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

9.6. The Contractor must make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

9.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

9.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

9.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

9.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

9.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**10. Coordinated Care and Integrated Treatment**

10.1. Primary Care

10.1.1. The Contractor must request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

10.1.2. The Contractor must support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

10.1.2.1. Monitor health;

10.1.2.2. Provide medical treatment as necessary; and

10.1.2.3. Engage in preventive health screenings.

10.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

10.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

10.2. Substance Misuse Treatment, Care and/or Referral

10.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

10.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

10.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

10.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

10.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

10.3. Area Agencies

10.3.1. The Contractor must collaborate with the Area Agency that serves the region to address processes that include:

10.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

10.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

10.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

10.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

10.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V-TR;

10.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

10.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

10.4. Peer Supports

10.4.1. The Contractor must actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

10.4.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

10.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

10.4.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

10.5. Transition of Care with MCO's

10.5.1. The Contractor must ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**11. Deaf Services**

11.1. The Contractor must work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

11.2. The Contractor must work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

11.3. The Contractor must ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

11.4. The Contractor must ensure services are person-directed, which may result in:

11.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

11.4.2. Care being shared across the regions; or

11.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**12. Helping Overcome Psychosis Early (HOPE) Program Service - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services**

12.1. The Contractor must provide services using a Department-approved Coordinated Specialty Care (CSC) model and implement the model of treatment for individuals with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

12.2. The Contractor must identify staff to deliver HOPE services and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

12.3. The Contractor must participate in meetings, no less than on a quarterly basis, with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

12.4. The Contractor must ensure the HOPE team includes roles in accordance with the CSC model including, but not limited to:

12.4.1. CSC team leader.

12.4.2. CSC case worker.

12.4.3. Supported Employment and Education (SEE) worker.

12.4.4. Therapist.

12.4.5. Family education and support therapist.

12.4.6. Peer.

12.4.7. Psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

12.5. The Contractor must ensure the HOPE programs' treatment services are available and provided to youth and adults between fourteen (14) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder, unless otherwise approved by the Department.

12.6. The Contractor must enroll and consistently serve a minimum of twenty (20) individuals at any given time in the ESMI/FEP program, unless otherwise approved by the Department.

12.7. The Contractor must ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis or ESMI to the program to ensure enrollment of ten (10) new individuals and/or maintenance of 90% program capacity throughout the year.

12.8. The Contractor must accept enrollees residing outside the Contractor's catchment areas when appropriate. The Contractor must ensure the HOPE programs' treatment model involves a team structure focused on:

12.8.1. Principles of shared decision-making;

12.8.2. Strengths and resiliency;

12.8.3. Recognition of the need for motivational enhancement;

12.8.4. Psychoeducational approach;

12.8.5. Cognitive behavioral therapy methods;

12.8.6. Development of coping skills; and

12.8.7. Integration of natural and peer supports.

12.9. The Contractor must provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor must ensure that CSC services align with the NH CSC model designated by the Department and include, but are not limited to:

12.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

12.9.1.1. Screening conducted by the HOPE team leader, or another team staff member and reviewed by the HOPE team leader, prior to admission to the program;

12.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

12.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

12.9.2. No less than bimonthly team meetings that:

12.9.2.1. Are led by the HOPE Team Leader, or by an appointed Team Lead if the position is vacant;

12.9.2.2. Include all HOPE team members; and

12.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

12.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

12.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

12.9.3.2. Shared decision-making including education on:

12.9.3.2.1. Use of medications to manage symptoms; and

12.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

12.9.3.2.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

12.9.3.2.4. Smoking.

12.9.3.2.5. Weight gain.

12.9.3.2.6. Hypertension.

12.9.3.2.7. Dyslipidemia.

12.9.3.2.8. Prediabetes.

12.9.3.3. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

12.9.3.4. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

12.9.3.5. Providing medication management services that include, but are not limited to:

12.9.3.5.1. Thirty (30) minutes per month or more, as clinically indicated, during the first six (6) months of enrollment.

12.9.3.5.2. Thirty (30) minutes every three (3) months or more, as clinically indicated, during the last 18 months of enrollment.

12.9.3.6. Specialized youth and young adult peer supports and services.

12.9.3.7. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

12.9.3.8. Family psychoeducation.

12.9.3.9. Access to telemedicine options for services that cannot be provided by the Contractor but are available through a regional CMHC that is able to provide services through a telemedicine model.

12.10. The Contractor must participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

12.11. The Contractor must provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor must ensure:

12.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

12.11.1.1. Develop referral pathways to the CSC program; and

12.11.1.2. Educate community partners about the program.

12.11.2. Outreach efforts must include:

12.11.2.1. Cultivating external relationships with admission and discharge personnel at local community hospitals, housing programs, criminal justice system, and schools through frequent visits, phone calls, email communication, and timely evaluation of potential FEP cases; and

12.11.2.2. Cultivating internal CMHC relationships and activities including, but not limited to, monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

12.12. The Contractor must ensure outreach contacts and efforts are reported on a quarterly basis.

12.13. The Contractor must utilize the CANS/ANSA, or other Department-approved evidenced based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

12.14. The Contractor must ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor must ensure transitions from HOPE include, but are not limited to:

12.14.1. A collaborative process that involves the individual, their relatives and important others, and members of the CSC team to determine readiness for a less intensive level of care.

12.14.2. An assessment of the Individual's progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

12.14.2.1. School and work functioning;

12.14.2.2. Quality of peer and family relationships;

12.14.2.3. Relief from symptoms;

12.14.2.4. Abstinence from substances; and

12.14.2.5. Effective management of health issues.

12.14.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

12.14.4. Utilizing formal transition planning guides and worksheets.

12.15. The Contractor must submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

12.15.1. Quarterly Team Leader Reports submitted no later than the 15th of the month following the close of each quarter, which must include, but is not limited to:

12.15.1.1. Monthly enrollment, service utilization, and outcomes reports.

12.15.1.2. Quarterly staffing summary.

12.15.1.3. Quarterly meeting summary.

12.15.1.4. Referral and enrollment efforts.

12.15.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

12.15.1.6. HOPE/FEP programs' report of all SAMSHA required data including, but not limited to:

12.15.1.6.1. The number of admissions into CSC services by age.

12.15.1.6.2. The number of individuals with FEP successfully discharged by CSC by age.

12.15.1.6.3. The Current number of individuals with FEP receiving CSC services by age.

12.15.1.6.4. The percentage of individuals with FEP who experienced no hospitalizations by age.

12.15.1.6.5. The percentage of FEP individuals who experienced no arrest by age.

12.15.2. The Contractor must utilize the reporting template to collect and report this data.

**13. CANS/ANSA or Other Approved Assessment**

13.1. The Contractor must ensure all clinicians, with the exception of Rapid Response staff, providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

13.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

13.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence- based tool, if serving the adult population.

13.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

13.3. The Contractor must ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

13.3.1. Utilized to develop an individualized, person-centered treatment plan;

13.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

13.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

13.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

13.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

13.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There

is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

13.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**14. Pre-Admission Screening and Resident Review**

14.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

14.2. Upon request by the Department, the Contractor must:

14.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

14.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

14.2.2.1. Requires nursing facility care; and

14.2.2.2. Has active treatment needs.

**15. Application for Other Services**

15.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

15.1.1. Medicaid.

15.1.2. Medicare.

15.1.3. Social Security Disability Income.

15.1.4. Veterans Benefits.

15.1.5. Public Housing.

15.1.6. Section 8 Subsidies.

15.1.7. Child Care Scholarship.

**16. Community Mental Health Program (CMHP) Status**

16.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**17. Quality Improvement**

17.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

17.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

17.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

17.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

17.3.1. Submit all required information in a format provided by the Department or contracted vendor.

17.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

17.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

17.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

17.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

17.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

17.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**18. Maintenance of Fiscal Integrity**

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

18.1.1. Balance Sheet for the Contractor's entire organization including all related parties.

18.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis.

18.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

18.1.3.1. All revenue sources and all related expenditures for the Program; and

18.1.3.2. A budget column allowing for budget to actual analysis.

18.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

18.2. 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.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

18.3.1.2. 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.

18.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

18.3.2. Current Ratio:

18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

18.3.2.2. Formula: Total current assets divided by total current liabilities.

18.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

18.3.3. Debt Service Coverage Ratio:

18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

18.3.3.2. Definition: The ratio of net income to the year to date debt service.

18.3.3.3. 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.

18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

18.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

18.3.4. Net Assets to Total Assets:

18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

18.3.4.4. Source of Data: The Contractor's monthly financial statements.

18.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

18.4. In the event that the Contractor does not meet either:

18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

18.4.2. 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:

18.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

18.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

18.5. 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:

18.5.1. 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.

18.6. 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.

18.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

18.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

18.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**19. Reduction or Suspension of Funding**

19.1. 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.

19.1.1. 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.

19.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

19.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

19.1.2.2. Crisis services for all individuals.

19.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

19.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**20. Elimination of Programs and Services by Contractor**

20.1. Not including service reductions collaboratively addressed in Section 19. 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.

20.2. 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.

20.3. 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.

**21. Closed Loop Referral System**

21.1. 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.

21.2. 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.

21.2.1. 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.

**22. Data Reporting**

22.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

22.2. The Contractor must submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

22.3. The Contractor must submit individual client intake, demographics, payor, diagnostic, referral, location, and other information specified by the Department, and all service encounter and outcome data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its

successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

22.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

22.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expect updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

22.6. The Contractor must meet all the general requirements for the Phoenix system which include, but are not limited to:

22.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

22.6.2. Ensuring data files and records are consistent with reporting specification requirements.

22.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

22.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

22.6.5. Participating in Departmental efforts for system-wide data quality improvement.

22.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

22.6.6.1. All data is formatted in accordance with the file specifications;

22.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

22.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

22.7. The Contractor must meet the following standards:

22.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

22.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

22.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

22.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

22.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

22.9.1. The exemption length shall not exceed 180 days.

22.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

22.9.3. The Contractor must implement the Department-approved corrective action plan.

22.9.4. Failure by the Contractor to implement the correction action plan may require:

22.9.4.1. An additional corrective action plan; or

22.9.4.2. Other remedies as specified by the Department.

**23. Background Checks**

23.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

23.1.1. 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;

23.1.2. 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

23.1.3. 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.

**24. Confidential Data**

24.1. 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.

24.2. 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.

**25. Privacy Impact Assessment**

25.1. 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:

25.1.1. How PII is gathered and stored;

25.1.2. Who will have access to PII;

25.1.3. How PII will be used in the system;

25.1.4. How individual consent will be achieved and revoked; and

25.1.5. Privacy practices.

25.2. 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.

**26. Department Owned Devices, Systems and Network Usage**

26.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

26.1.1. 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;

26.1.2. 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;

26.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

26.1.4. 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;

26.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

26.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

26.1.7. 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."

26.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

26.1.9. Agree when utilizing the Department's email system:

26.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

26.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

26.1.9.3. 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."

26.1.10. 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:

26.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

26.1.10.2. 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.

26.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

26.1.11. 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.

26.1.12. 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.

26.1.13. Workspace Requirement

26.1.14. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**27. Contract End-of-Life Transition Services**

27.1. General Requirements

27.1.1. 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.

27.1.2. 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.

27.1.3. 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.

27.1.4. 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.

27.1.5. 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.

27.1.6. 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.

27.2. Completion of Transition Services

27.2.1. 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.

27.2.2. 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.

27.3. Disagreement over Transition Services Results

27.3.1. 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.

**28. Exhibits Incorporated**

28.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

28.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

28.3. 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 I, Business Associate Agreement, which has been executed by the parties.

**29. Additional Terms**

29.1. **Impacts Resulting from Court Orders or Legislative Changes**

29.1.1. 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.

29.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

29.2.1. The Contractor must submit:

29.2.1.1. 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.

29.2.1.2. 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

29.2.1.3. 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).

29.3. **Credits and Copyright Ownership**

29.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

29.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing,

production, distribution or use.

29.3.3. 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.

29.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

29.4. **Operation of Facilities: Compliance with Laws and Regulations**

29.4.1. 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.

29.5. **Eligibility Determinations**

29.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

29.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**30. Records**

30.1. The Contractor must keep records that include, but are not limited to:

30.1.1. 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.

30.1.2. 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 including, but not limited to, 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.

30.1.3. 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.

30.1.4. Medical records on each patient/recipient of services.

30.2. 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.

30.3. 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.

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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* |

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

    - 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

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.**

***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***

# 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.

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2013-present Riverbend Community Mental Health Center Concord, NH

**CSP Program Director**

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

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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.

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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.

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2002-2003 Riverbend Community Mental Health Center Concord, NH

**Residential Psychiatric Rehabilitation Specialist**

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
- Medication support services

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2002-2003 New Hampshire Hospital Concord, NH

**Psychiatric Social Worker *internship***

- Initial assessments on an admission unit.
- Discharge coordination with numerous community agencies.

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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

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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.

# 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.

## 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

# 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

**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

## 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

## 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 |

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

The individual contracts were approved by Governor and Council as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23<br>(Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23<br>(Item #31)<br>A1: 6/12/24<br>(Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23<br>(Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23<br>(Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Department will continue to monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications, and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Riverbend Community Mental Health, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms; Section 7.6, to read:

   7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.9. to read:

   7.9. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding per SFY is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/14/2025
Date

DocuSigned by:
Katja S. Fox
ED9D05B04C81443...
Name: Katja S. Fox
Title: Director

Riverbend Community Mental Health, Inc.

2/14/2025
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01 '23 AM10:49 RCV

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.82% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 |
| West Central Services, Inc.<br>DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 |
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 |

| | | | |
|---|---|---|---|
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B002 | Region 9 | $3,052,145 |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management | 174116-R001 | Region 10 | $5,972,669 |
| | | **Total:** | **$43,761,925** |

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004 )

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| | | | *Subtotal* | $2,349,250 | $0 | $2,349,250 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,255,526 | $0 | $2,255,526 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | *Subtotal* | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,990,708 | $0 | $30,990,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174085-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

## Attachment A
## Financial Details

The Lakes Region Mental Health Center (Vendor Code 154460-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | Total Mental Health Data Collection | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

Attachment A
Financial Details

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

Attachment A
Financial Details

West Central Services, Inc (Vendor Code 177854-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

## Attachment A
## Financial Details

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

Attachment A
Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 48108482 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 48108482 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

**FORM NUMBER P-37 (version 12/11/2019)**

**Subject: Mental Health Services SS-2024-DBH-01-MENTA-04**

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

## AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

## GENERAL PROVISIONS

**1. IDENTIFICATION.**

| | | | |
|---|---|---|---|
| 1.1 State Agency Name<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Riverbend Community Mental Health, Inc. | | 1.4 Contractor Address<br>PO Box #2032, N. Main Street<br>Concord, NH 03302-2032 | |
| 1.5 Contractor Phone Number<br>(603) 226-7505 | 1.6 Account Number<br>05-95-92-922010-(4117, 4121, 1909)<br>05-95-92-921010-2053<br>05-95-42-421010-2958 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$4,974,550 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Lisa Madden<br>Date: 5/25/2023 | | 1.12 Name and Title of Contractor Signatory<br>Lisa Madden President & CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>Date: 5/25/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino On: 5/27/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials DS LKM
Date 5/25/2023

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



Contractor Initials UkM

Date 5/25/2023

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



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Date 5/25/2023

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Contractor Initials DS UKM

Date 5/25/2023

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 4.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

**3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. Children's Intensive Community Based Services**

4.1. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community based services are most appropriate.

4.2. The Contractor shall provide children's intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis;

4.2.2. Are at risk for residential placement;

4.2.3. Present with significant ongoing difficulties at school;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor shall provide children's intensive community based services as needed through a full array of services as defined in New Hampshire Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor shall provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor shall screen adolescent clients for substance use using one or more tools, as appropriate, that include, but is not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school based clinicians for clients referred for substance use.

4.6. The Contractor shall provide children's intensive community based services to clients and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the clients and their families in the community, in a culturally competent manner.

4.7. The Contractor shall conduct and facilitate weekly children's intensive community based team meetings in order to communicate client and family needs and discuss client progress.

**5. System of Care Grant (SoC) Activities with the New Hampshire Department of Education (NH DOE)**

5.1. The Contractor shall participate in local comprehensive planning processes with the NH DOE, on topics and tools that include, but are not limited to:

5.1.1. Needs assessment.

5.1.2. Environmental scan.

5.1.3. Gaps analysis.

5.1.4. Financial mapping.

5.1.5. Sustainability planning.

5.1.6. Cultural linguistic competence plan.

5.1.7. Strategic communications plan.

5.1.8. SoC grant project work plan.

5.2. The Contractor shall participate in ongoing development of a Multi-Tiered System of Support for Behavioral Health and Wellness (MTS-B) within participating school districts.

5.3. The Contractor shall utilize evidence based practices (EBPs) that respond to identified needs within the community including, but not limited to:

5.3.1. MATCH-ADTC.

5.3.2. All EBPs chosen for grant project work that support participating school districts' MTS-B.

5.4. The Contractor shall maintain and strengthen collaborative, working relationships with participating school districts within the region which includes, but is not limited to:

5.4.1. Developing and utilizing a facilitated referral process.

5.4.2. Co-hosting joint professional development opportunities.

5.4.3. Identifying and responding to barriers to access for local families and youth.

5.5. The Contractor shall maintain an appropriate full time equivalent (FTE) staff who is a full-time, year-round School and Community Liaison. The Contractor shall:

5.5.1. Ensure the FTE staff is engaging on a consistent basis with each of the participating schools in the region in person or by remote access to support program implementation;

5.5.2. Hire additional staff positions to support effective implementation of a System of Care.

5.6. The Contractor shall provide appropriate supervisory, administrative and fiscal support to all project staff dedicated to SoC Grant Activities.

5.7. The Contractor shall designate staff to participate in locally convened District Community Leadership Team (DCLT) and all SoC Grant Activities-focused meetings, as deemed necessary by either NH DOE or the Department.

5.8. The Contractor shall actively participate in the SoC Grant Activities evaluation processes with the NH DOE, including collecting and disseminating qualitative and quantitative data, as requested by the Department.

5.9. The Contractor shall conduct National Outcomes Measures (NOMs) surveys on all applicable tier 3 supports and services to students and their families at the SoC grant project intervals, including baseline, 6 months and upon discharge.

5.10. The Contractor shall abide by all federal and state compliance measures and ensure SoC grant funds are expended on allowable activities and expenses, including, but not limited to a Marijuana (MJ) Attestation letter.

5.11. The Contractor shall maintain accurate records of all in-kind services from non-federal funds provided in support of SoC Grant Activities, in accordance with NH DOE guidance.

6. **Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

6.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

6.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

6.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

7. **Division for Children, Youth and Families (DCYF)**

7.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

7.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

8. **Crisis Services**

8.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

8.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

8.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

8.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

8.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

8.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

8.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

8.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

8.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

8.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

8.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

8.7.2. One (1) peer.

8.7.3. Telehealth access, and on-call psychiatry, as needed.

8.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

8.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

8.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

8.10.1. The location of the crisis.

8.10.2. The safety plan either developed over the phone or on record from prior contact(s).

8.10.3. Any accommodations needed.

8.10.4. Treatment history of the individual, if known.

8.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

8.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

8.11.2. Does not fulfill emergency medication refills.

8.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

8.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

8.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

8.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

8.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

8.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

8.16.1. Face-to-face assessments.

8.16.2. Disposition and decision making.

8.16.3. Initial care and safety planning.

8.16.4. Post crisis and stabilization services.

8.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

8.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

8.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

8.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

8.19.1.1. In or at the individual's home.

8.19.1.2. Community settings.

8.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

8.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

8.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

8.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

8.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

8.19.6.1. Obtaining the individual's mental health history including, but not limited to:

8.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

8.19.6.1.2. Substance misuse.

8.19.6.1.3. Social, familial and legal factors;

8.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

8.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

8.19.6.4. Conducting a mental status exam.

8.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

8.19.7.1. Staying in place with:

8.19.7.1.1. Stabilization services.

8.19.7.1.2. A safety plan.

8.19.7.1.3. Outpatient providers;

8.19.7.2. Stepping up to crisis stabilization services or apartments.

8.19.7.3. Admission to peer respite or step-up/step-down program.

8.19.7.4. Admission to a crisis apartment.

8.19.7.5. Voluntary hospitalization.

8.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

8.19.7.7. Medical hospitalization.

8.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

8.20.1. Promoting recovery.

8.20.2. Building upon life, social and other skills.

8.20.3. Offering support.

8.20.4. Reviewing crisis and safety plans.

8.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

8.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

8.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

8.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

8.21.3. Provided in the individual and family home, if requested by the individual;

8.21.4. Implemented using methods that include, but are not limited to:

8.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

8.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

8.21.4.2.1. Cognitive Behavior Therapy (CBT).

8.21.4.2.2. Dialectical Behavior Therapy (DBT).

8.21.4.2.3. Solution-focused therapy.

8.21.4.2.4. Developing concrete discharge plans.

8.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

8.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

8.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

8.22.1. Ensure outreach and educational activities may include, but are not limited to:

8.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

8.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

8.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

8.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

8.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

8.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

8.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

8.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

8.22.2.4. Coordinating with homeless outreach services.

8.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

8.23.1. Determine availability of the Rapid Response Teams;

8.23.2. Facilitate response of dispatched teams; and

8.23.3. Resolve the immediate crisis episode.

8.24. The Contractor shall maintain connection to the designated resource tracking system.

8.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

8.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

8.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

8.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

8.26.2.1. Number of unique individuals who received services.

8.26.2.2. Date and time of mobile arrival; and

8.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

8.26.3.1. Diversions from hospitalizations.

8.26.3.2. Diversions from Emergency Rooms.

8.26.3.3. Services provided.

8.26.3.4. Location where services were provided.

8.26.3.5. Length of time service or services provided.

8.26.3.6. Whether law enforcement was involved for safety reasons.

8.26.3.7. Whether law enforcement was involved for other reasons.

8.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

8.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

8.26.3.10. Outcome of service provided, which may include but is not limited to:

8.26.3.10.1. Remained in home.

8.26.3.10.2. Hospitalization.

8.26.3.10.3. Crisis stabilization services.

8.26.3.10.4. Crisis apartment.

8.26.3.10.5. Emergency department.

8.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

8.28. The Contractor shall provide four (4) Community Crisis Beds in an apartment setting, which serve as an alternative to hospitalization and/or institutionalization. The Contractor shall ensure:

8.28.1. Admissions to an apartment for Community Crises Beds are for providing brief psychiatric intervention in a community based environment structured to maximize stabilization and crisis reduction while minimizing the need for inpatient hospitalization;

8.28.2. Community Crisis Beds in an apartment:

8.28.2.1. Include no more than two (2) bedrooms per crisis apartment;

8.28.2.2. Are operated with sufficient clinical support and oversight, and peer staffing, as is reasonably necessary to prevent unnecessary institutionalization;

8.28.2.3. Have peer staff and clinical staff available to be onsite, 24 hours per day, seven days per week, whenever necessary, to meet individualized needs;

8.28.2.4. Are available to individuals 18 years and older on a voluntary basis and allow individuals to come and go from the apartment as needed to maintain involvement in and connection to school, work, and other recovery-oriented commitments and/or activities as appropriate to the individual's crisis treatment plan;

8.28.2.5. Are certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

8.28.2.5.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

8.28.2.5.2. Specific sleeping area designated for each individual;

8.28.2.5.3. Common areas shall not be used as bedrooms;

8.28.2.5.4. Storage space for each individual's clothing and personal possessions;

8.28.2.5.5. Accommodations for the nutritional needs of the individual; and

8.28.2.5.6. At least one (1) telephone for incoming and outgoing calls.

8.28.3. Crisis intervention, stabilization services, and discharge planning services are provided by the members of the rapid response team as clinically appropriate;

8.28.4. Ongoing safety assessments are conducted no less than daily;

8.28.5. Assistance with determining individual coping strengths in order to develop a crisis treatment recovery plan for the duration of the stay and a post-stabilization plan;

8.28.6. Coordination and provision of referrals for necessary psychiatric services, social services, substance use services and medical aftercare services;

8.28.7. An individual's stay at a crisis apartment is for no more than seven consecutive (7) days, unless otherwise approved in writing by the Department;

8.28.8. Transportation for individuals is provided from the site of the crisis to the apartment and to their home or other residential setting after stabilization has occurred;

8.28.9. Any staff member providing transportation has:

8.28.9.1. A valid driver's license;

8.28.9.2. A State inspected vehicle; and

8.28.9.3. Proof of vehicle insurance;

8.28.10. Provision of a list of discharge criteria from the crisis apartments and related policies and procedures regarding the apartment beds to the Department within thirty (30) days of the contract effective date for Department approval;

8.28.11. Peer Support Specialists engage individuals through methods including, but not limited to Intentional Peer Support (IPS); and

8.28.12. Reports are submitted to the Department for Crisis Apartments through the Phoenix reporting system that includes, but is not limited to:

8.28.12.1. Admission and Discharge Dates.

8.28.12.2. Discharge disposition (community or higher level of care).

8.28.12.3. Number of referrals refused for admission.

**9. Adult Assertive Community Treatment (ACT) Teams**

9.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

9.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

9.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

9.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

9.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

9.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

9.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

9.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

9.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

9.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

9.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

9.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day

appointment with an Adult ACT Team member upon date of discharge.

9.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

9.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

9.4.2. Screen for ACT per NH Administrative Rule 'He-M 426.16, or as amended, Assertive Community Treatment (ACT);

9.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

9.4.4. Make a referral for an ACT assessment within (7) days of:

9.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

9.4.4.2. An individual being referred for an ACT assessment;

9.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

9.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

9.4.6.1. Extended hospitalization or incarceration.

9.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

9.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

9.4.7.1. To exceed caseload size requirements; or

9.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**10. Evidence-Based Supported Employment**

10.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

10.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

10.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

10.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

10.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

10.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

10.6.1. Job development.

10.6.2. Work incentive counseling.

10.6.3. Rapid job search.

10.6.4. Follow along supports for employed individuals.

10.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

10.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

10.7.1. Work with the Department to identify solutions to meet the demand for services; and

10.7.2. Implement such solutions within 45 days.

10.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

10.9. The Contractor shall ensure SE staff receive:

10.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

10.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**11. Coordination of Care from Residential or Psychiatric Treatment Facilities**

11.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

11.1.1. Designate a different liaison for individuals being served through their children's services.

11.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

11.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

11.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

11.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

11.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals

who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

11.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

11.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

11.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

11.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**12. Coordinated Care and Integrated Treatment**

12.1. Primary Care

12.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

12.2. Substance Misuse Treatment, Care and/or Referral

12.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

12.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

12.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

12.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

12.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

12.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

12.3. Area Agencies

12.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

12.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

12.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth

leaving children's services into adult services identified during screening;

12.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

12.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

12.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

12.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

12.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

12.4. Peer Supports

12.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

12.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

12.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

12.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

12.5. Transition of Care with MCO's

12.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**13. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)**

13.1. The Contractor shall participate in CCBHC planning activities that include:

13.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

13.1.2. Attending two (2) learning communities on a monthly basis;

13.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

13.1.4. Meeting monthly with planning consultant for technical assistance.

**14. Deaf Services**

14.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

14.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

14.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

14.4. The Contractor shall ensure services are person-directed, which may result in:

14.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

14.4.2. Care being shared across the regions; or

14.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**15. CANS/ANSA or Other Approved Assessment**

15.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

15.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

15.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6)

months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**16. Pre-Admission Screening and Resident Review**

16.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor shall:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

**17. Application for Other Services**

17.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules; requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

**18. Community Mental Health Program (CMHP) Status**

18.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be

determined by the Department, and will occur no less than once every five (5) years.

**19. Quality Improvement**

19.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor;

19.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

19.3.3. Support all efforts of the Department to conduct the survey;

19.3.4. Promote survey participation of individuals sampled to participate; and

19.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

19.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

19.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**20. Maintenance of Fiscal Integrity**

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet;

20.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis;

20.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis; and

20.1.4. Cash Flow Statement.

20.2. 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.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. 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.

20.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. 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.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

20.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

20.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

20.5.1. 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.

20.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

20.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

20.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**21. Reduction or Suspension of Funding**

21.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

21.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

21.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

21.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.3.2. Crisis services for all individuals.

21.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**22. Elimination of Programs and Services by Contractor**

22.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

22.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

22.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

22.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

22.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

22.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**23. Data Reporting**

23.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

23.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

23.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the

Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

23.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

23.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

23.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

23.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

23.6.2. Ensuring data files and records are consistent with reporting specification requirements.

23.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

23.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

23.6.5. Participating in Departmental efforts for system-wide data quality improvement.

23.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

23.6.6.1. All data is formatted in accordance with the file specifications;

23.6.6.2. No records will reject due to illegal characters or invalid formatting; and

23.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

23.7. The Contractor shall meet the following standards:

23.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

23.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 23.8.

23.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

23.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

23.8.1. The waiver length shall not exceed 180 days.

23.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

23.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

23.8.4. Failure of the Contractor to implement the plan may require:

23.8.4.1. Another plan; or

23.8.4.2. Other remedies, as specified by the Department.

**24. Privacy Impact Assessment**

24.1. 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:

24.1.1. How PII is gathered and stored;

24.1.2. Who will have access to PII;

24.1.3. How PII will be used in the system;

24.1.4. How individual consent will be achieved and revoked; and

24.1.5. Privacy practices.

24.2. 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.

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. .88% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.2. 98.82% General funds.
   1.3. .30% Other funds (Behavioral Health Services Information System)).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

## EXHIBIT C

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 3,540.00 |
| Rapid Response Crisis Services | $ 1,768,077.00 | $ 1,768,077.00 | $ 3,536,154.00 |
| Mobile Crisis Apartments Occupancy | $ 143,000.00 | $ 143,000.00 | $ 286,000.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 450,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Child and Youth Based Programming and Team Based Approaches (BCBH) | $ 140,000.00 | $ 140,000.00 | $ 280,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 12,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| Interpreter Services Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System of Care 2.0 | $ 263,028.00 | $ | $ 263,028.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,828.00 | $ | $ 43,828.00 |
| Total | $2,643,203.00 | $2,331,347.00 | $4,974,550.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Crisis Apartments Occupancy: The Contractor shall invoice the Department for the prior month based on the number of beds, the number of days in that month and the daily rate of $97.94. At the end of each quarter the Department will conduct a review of occupancy rates of crisis apartments. The Department may recoup funding to the actual average occupancy rate for the quarter, in whole or in part, if the occupancy rate, on average, is less than 80%.

7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR | $12,500 |

# EXHIBIT C

| | | |
|---|---|---|
| | 2. ACT Incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | |

7.7. Child and Youth Based Programming and Team Based Approaches: funding to support programming specified in Exhibit B, Scope of Services.

7.8. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities; depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.9. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.10. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.11. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.12. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will

be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.13. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| School Liaison and Supervisory Positions & Benefits | $130,000.00 |
| Program Staff Travel | $12,075.00 |
| Program Office Supplies, Copying and Postage | $8,700.00 |
| Implementation Science and MATCH-ADTC Training for CMHC staff | $7,500.00 |
| Professional development for CMHC staff in support of grant goals and deliverables | $30,000.00 |
| Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source | $60,000.00 |
| Indirect Costs (not to exceed 6%) | $14,753.00 |
| **Total** | **$263,028.00** |

7.14. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.15. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

13.2.1. 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.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1, Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | Riverbend Community Mental Health, Inc. | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2023-6/30/2024 | |
| **Indirect Cost Rate (if applicable)** | 0.091433364 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $1,221,914 | $300,069 |
| 2. Fringe Benefits | $286,867 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $7,000 | $0 |
| 5.(a) Supplies - Educational | $0 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 |
| 5.(d) Supplies - Medical | $498 | $0 |
| 5.(e) Supplies Office | $5,000 | $0 |
| 6. Travel | $8,000 | $0 |
| 7. Software | $7,000 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $2,800 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $15,000 | $0 |
| Other (please specify) | $14,000 | $0 |
| Other (please specify) | $33,000 | $0 |
| Other (please specify) | $143,000 | $0 |
| 9. Subrecipient Contracts | $5,000 | $0 |
| Total Direct Costs | $1,750,979 | $300,069 |
| | | |
| Total Indirect Costs | $160,098 | $0 |
| | | |
| TOTAL | $1,911,077 | $300,069 |

Contractor: DS UKM

Date: 5/25/2023

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Exhibit C-2, Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | Riverbend Community Mental Health, Inc. | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2024-6/30/2025 | |
| **Indirect Cost Rate (if applicable)** | 0.091433364 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $1,204,049 | $332,625 |
| 2. Fringe Benefits | $310,630 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $7,000 | $0 |
| 5.(a) Supplies - Educational | $0 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 |
| 5.(d) Supplies - Medical | $500 | $0 |
| 5.(e) Supplies Office | $4,000 | $0 |
| 6. Travel | $7,500 | $0 |
| 7. Software | $6,000 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $2,800 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $14,000 | $0 |
| Other (please specify) | $500 | $0 |
| Other (please specify) | $33,000 | $0 |
| Other (please specify) | $143,000 | $0 |
| 9. Subrecipient Contracts | $5,000 | $0 |
| Total Direct Costs | $1,750,979 | $332,625 |
| | | |
| Total Indirect Costs | $160,098 | $0 |
| | | |
| **TOTAL** | $1,911,077 | $332,625 |

Contractor: LKM 05

Date: 5/25/2023

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

New Hampshire Department of Health and Human Services
Exhibit E

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Contractor Initials UKM
Date 5/25/2023

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials DS UKM

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



Date 5/25/2023

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

New Hampshire Department of Health and Human Services
Exhibit H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date:

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Contractor Initials UKM

Date 5/25/2023

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Contractor Initials LKM

Date 5/25/2023

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| | |
|---|---|
| Department of Health and Human Services | Riverbend Community Mental Health, Inc. |
| The State | Name of the Contractor |
| Katja S. Fox | Lisa Madden |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja S. Fox | Lisa Madden |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | President & CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 5/25/2023 | 5/25/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Riverbend Community Mental Health, Inc.

5/25/2023
Date

DocuSigned by:
Lisa Madden
Name: Lisa Madden
Title: President & CEO

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: KXLJGESADXK8

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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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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

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C – Amendment #2

## Payment Terms

1. This Agreement is funded by:
   1.1. 4.56% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, 5/16/24 and 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375, FAIN B09SM089640, FAIN B09SM090358.
   1.2. 0.70% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 94.34% General funds.
   1.4. 0.40% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot

otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 7,080.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 993,188.00 | $ 993,188.00 | $ 993,188.00 | $ 993,188.00 | $ 3,972,752.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ - | $ - | $ 5,300.00 |
| First Episode Psychosis Programming | $ 60,000.00 | $ 60,000.00 | $ 70,000.00 | $ 70,000.00 | $ 260,000.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,829.00 | $ - | $ - | $ - | $ 43,829.00 |
| Critical Time Intervention | $ - | $ - | $ 181,406.00 | $ 181,406.00 | $ 362,812.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | **$ 1,376,587.00** | **$ 1,322,458.00** | **$ 1,769,967.00** | **$ 1,774,967.00** | **$ 6,243,979.00** |
| From SFY24-27 | $ 1,376,587.00 | $ 1,322,458.00 | $ 1,769,967.00 | $ 1,774,967.00 | $ 6,243,979.00 |
| Difference | $ - | $ - | $ - | $ | |
| SFY2023 | $ 21,000.00 | | | | $ 21,000.00 |

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #2, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 5. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1)<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Behavioral Health Services Information System (BHSIS)

6.6.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.6.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.6.1.2. Software or training purchases aimed at improving data collection; and

6.6.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.6.2. Supporting Documentation Requirements:

6.6.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.6.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.6.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.6.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.8. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.9. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.10. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B – Amendment #2, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoiced based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items. The Contractor must use the **FEP Invoicing Template** provided by the Department to document the specific tasks for which staff time is being invoiced.

6.10.1. Supporting Documentation Requirements:

6.10.1.1. Completed FEP Invoicing Template.

6.10.1.2. Staff timesheets and payroll reports.

6.10.1.3. Any proof of related costs that are non-billable to Medicaid.

6.10.1.4. The FEP supportive documentation invoicing template outlines all allowable tasks and costs that may be invoiced to the Department for compensation. The Contractor shall use the template provided by the Department and submit all required supporting documentation by the 15th of the following month.

6.11. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.11.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.11.1.1, Rate Table, which are rates set for the term of the contract.

**6.11.1.1. Rate Table**

| Rate | Amount | Eligibility | Payment Frequency |
|---|---|---|---|
| Pre-CTI | $128.79 | Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting. | Paid once per individual. |
| CTI (Phases 1-3) | $370.91 | Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum. | Paid once per individual, per month, not to exceed nine (9) consecutive months. |

6.11.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Section 6.11.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.11.2.1. CTI worker salaries and benefits;

6.11.2.2. CTI supervisor salaries and benefits; and

6.11.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.11.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Section 6.11.1.1., then:

6.11.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.11.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-5, Budget – Amendment #2, over the term of the Agreement.

6.11.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.11.1.1., then:

6.11.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.11.1.1, and the actual amounts of expenses incurrred.

6.11.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.11.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.11.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section

6.11.1.1 have been met for each individual identified on the invoice.

6.11.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.11.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.11.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-5, Budget – Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

6.11.7.1. Used to directly support the needs of the client when no other funds are available;

6.11.7.2. Used for one-time expenses tangible in nature;

6.11.7.3. Not disbursed as gift cards or gift certificates;

6.11.7.4. Directly allocable to the work performed under this Agreement;

6.11.7.5. Appropriate in amount and nature, as determined by the Department; and

6.11.7.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

6.11.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.11.8.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.11.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-5, Budget –

Amendment #2, and meet criteria as outlined by the Department at the time of application.

6.11.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.11.9.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.11.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.11.9.2.1. Table 2**

| # | Incentive Payment Goal | Total Incentive Payments |
|---|---|---|
| 1 | For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments. | $350 per individual |
| 2 | For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments. | $500 per individual |

6.11.9.2.2. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

6.11.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal

Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.11.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

6.11.9.4. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Supporting documentation shall be labeled by line item.

7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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**

**Contractor Name:** *Monadnock Family Services*

**Budget Request for:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $700,000 | $69,716 | $700,000 | $69,716 |
| 2. Fringe Benefits | $140,000 | $13,000 | $151,000 | $12,248 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 | $1,500 | $0 | $2,250 |
| 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 | $2,000 | $0 | $0 | $0 |
| 5.(e) Supplies - Office | $6,650 | $0 | $0 | $0 |
| 6. Travel | $0 | $6,400 | $0 | $6,500 |
| 7. Software | $300 | $0 | $200 | $0 |
| 8. (a) Other - Marketing/Communications | $1,500 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $500 | $0 | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Telephone and communications* | $12,180 | $0 | $12,420 | $0 |
| *Occupancy* | $512 | $45,000 | $22 | $45,000 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $863,642 | $135,616 | $863,642 | $135,714 |
| Total Indirect Costs | $129,546 | $20,117 | $129,546 | $20,020 |
| ***Subtotals*** | $993,188 | $155,733 | $993,188 | $155,733 |
| | | | **Total $** | **2,297,843** |

Initial: ma

Contractor Initials: _____

Date: 6/5/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *Monadnock Family Services*

**Budget Request for:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 14.72%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $126,000 | $4,000 | $126,000 | $6,600 |
| 2. Fringe Benefits | $2,313 | $100 | $2,313 | $150 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $6,600 | $0 | $825 | $0 |
| 5.(a) Supplies - Educational | $0 | $0 | $1,000 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 | $871 | $0 |
| 5.(d) Supplies - Medical | $0 | $700 | $1,001 | $0 |
| 5.(e) Supplies - Office | $0 | $0 | $0 | $0 |
| 6. Travel | $12,000 | $0 | $12,000 | $0 |
| 7. Software | $0 | $500 | $0 | $500 |
| 8. (a) Other - Marketing/Communications | $0 | $1,500 | $0 | $1,500 |
| 8. (b) Other - Education and Training | $0 | $0 | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Telephone, Internet, and Cellular Phones* | $11,500 | $0 | $11,500 | $0 |
| *Occupancy* | $38,100 | $0 | $39,250 | $0 |
| *Client Needs* | $0 | $2,000 | $1,000 | $2,000 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $196,513 | $8,800 | $195,760 | $10,750 |
| Total Indirect Costs | $28,487 | $1,320 | $29,240 | $1,613 |
| ***Subtotals*** | $225,000 | $10,120 | $225,000 | $12,363 |
| | | | **Total** | **$ 472,482.70** |

Initial

Contractor Initials: *ma*

Date: 6/5/2025

Exhibit C-5, Budget - Amendment #2

**New Hampshire Department of Health and Human Services**

**Contractor Name:** Monadnock Family Services

**Budget Request for:** Critical Time Intervention

**Budget Period:** SFY2026 - SFY2027

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $4,000 | $4,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $177,406 | $177,406 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $181,406 | $181,406 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$181,406** | **$181,406** |
| | **TOTAL** | **$362,812** |



Contractor Initials: Initial ma

Date: 6/5/2025

Docusign Envelope ID: A52CDDF8-4948-4024-8FB4-2CED7E769C4B

# 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

Docusign Envelope ID: A52CDDF8-4948-4024-8FB4-2CED7E769C4B

**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)

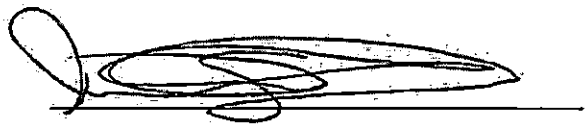
**VOTED:** That Melinda Asbury (CEO) & Karen Johnson (COO) (may list more than one person)
(Name and Title of Contract Signatory)

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

Docusign Envelope ID: A52CDDF8-4948-4024-8FB4-2CED7E769C4B

# 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.<br>309 Daniel Webster Highway<br>Merrimack NH 03054 | PHONE (A/C, No, Ext): (603) 424-9901 FAX (A/C, No): (866) 848-1223<br>E-MAIL ADDRESS: Laura.MacDonald@BBrown.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Monadnock Family Services<br>64 Main Street<br>Suite 210<br>Keene NH 03431 | INSURER A: Philadelphia Indemnity Insurance Company | 18058 |
| | INSURER B: Technology Insurance Company, Inc. | 42376 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

**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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[X] POLICY [ ] PRO-JECT [ ] LOC<br>[ ] OTHER: | | | PHPK2598703-003 | 09/01/2024 | 09/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>[ ] | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | PHPK2598705-003 | 09/01/2024 | 09/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>[ ] | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | PHUB880289-003 | 09/01/2024 | 09/01/2025 | EACH OCCURRENCE<br>AGGREGATE<br>[ ] | $ 2,000,000<br>$<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N]<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | TES4478628 | 09/01/2024 | 09/01/2025 | [X] PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | 3A State: NH<br>$ 500,000<br>$ 500,000<br>$ 500,000 |
| A | Professional Liability | | | PHPK2598703-003 | 09/01/2024 | 09/01/2025 | Each Incident<br>Aggregate | $1,000,000<br>$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.*

*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

# 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.

**Auditors' Responsibilities for the Audit of the Financial Statements**

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Monadnock Family Services' internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Monadnock Family Services' ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 21 - 23 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

**Report on Summarized Comparative Information**

We have previously audited Monadnock Family Services' June 30, 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

## 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**

## 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**

Continued

## 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

## 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

## 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**

## 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**

## 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.

**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.

## 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.

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 |

## 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.

**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.

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.

## 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 |

## 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 |

# 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

# MONADNOCK FAMILYSERVICES
# BOARD OF DIRECTORS
# TERMS FY25

| | |
|---|---|
| **Joe Schapiro** | 2nd Term FY24-25-26<br>1st Term FY21-22-23 |

# 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

**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

**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

**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

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

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.

## 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

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

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

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

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

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.

**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

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

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

**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

# 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

**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

## 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 2026-MENTA-05-AO2**

| 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 |
| | | | |
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| | | | |

ARC

5B

Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

The individual contracts were approved by Governor and Council as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23 (Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23 (Item #31)<br>A1: 6/12/24 (Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23 (Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23 (Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Department will continue to monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications, and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Monadnock Family Services ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms; Section 7.5, to read:

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.7. to read:

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding per SFY is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below.

State of New Hampshire
Department of Health and Human Services

2/14/2025
Date

DocuSigned by:
Katja S. Fox
CB9D0509463448...
Name: Katja S. Fox
Title: Director

Monadnock Family Services

2/14/2025
Date

Signed by:
Dr. Melinda Asbury
90F149ADA501458...
Name: Dr. Melinda Asbury
Title: Interim CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01'23 AM10:49 RCV

ARC

31

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.62% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| Northern Human Services Conway, NH | 177222-B004 | Region 1 | $3,365,852 |
| West Central Services, Inc. DBA West Central Behavioral Health Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 |
| The Lakes Region Mental Health Center, Inc. Laconia, NH | 154480-B001 | Region 3 | $4,050,856 |
| Riverbend Community Mental Health, Inc. Concord, NH | 177192-R001 | Region 4 | $4,974,550 |
| Monadnock Family Services Keene, NH | 177510-B005 | Region 5 | $2,720,045 |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health Nashua, NH | 154112-B001 | Region 6 | $6,371,194 |

| | | | |
|---|---|---|---|
| The Mental Health Center of Greater Manchester, Inc. Manchester, NH | 177184-B001 | Region 7 | $6,662,413 |
| Seacoast Mental Health Center, Inc. Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County Dover, NH | 177278-B002 | Region 9 | $3,052,145 |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management | 174116-R001 | Region 10 | $5,972,669 |
| | | **Total:** | **$43,761,925** |

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management-and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004 )

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| | | | *Subtotal* | $2,349,250 | $0 | $2,349,250 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,255,526 | $0 | $2,255,526 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | *Subtotal* | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,999,708 | $0 | $30,999,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | Total Mental Health Data Collection | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B003)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

Attachment A
Financial Details

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

Attachment A
Financial Details

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154460-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Attachment A
Financial Details

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177276-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154460-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

Attachment A
Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Monadnock Family Services | | 1.4 Contractor Address<br>64 Main Street, 2nd Floor<br>Keene, NH 03431 | |
| 1.5 Contractor Phone Number<br>(603) 357-4400 | 1.6 Account Number<br>05-95-92-922010-(4117, 4120, 4121, 1909)<br>05-95-92-921010-2053<br>05-95-42-421010-2958 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$2,720,045 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Philip Wyzik<br>Date: 5/23/2023 | | 1.12 Name and Title of Contractor Signatory<br>Philip Wyzik CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>Date: 5/24/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: | | Director, On: | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino | | On: 5/27/2023 | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: | | G&C Meeting Date: | |



Contractor Initials DS PW

Date 5/23/2023

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



Contractor Initials PW

Date 5/23/2023

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



Contractor Initials PW

Date 5/23/2023

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Contractor Initials PW

Date 5/23/2023

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B

**Scope of Services**

## 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 5.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

**3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. Division for Children, Youth and Families (DCYF)**

4.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

4.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

**5. Crisis Services**

5.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

5.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

5.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

5.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

5.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

5.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

5.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

5.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

5.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

5.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

5.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

5.7.2. One (1) peer.

5.7.3. Telehealth access, and on-call psychiatry, as needed.

5.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

5.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

5.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response

Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

5.10.1. The location of the crisis.

5.10.2. The safety plan either developed over the phone or on record from prior contact(s).

5.10.3. Any accommodations needed.

5.10.4. Treatment history of the individual, if known.

5.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

5.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

5.11.2. Does not fulfill emergency medication refills.

5.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

5.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

5.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

5.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

5.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

5.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

5.16.1. Face-to-face assessments.

5.16.2. Disposition and decision making.

5.16.3. Initial care and safety planning.

5.16.4. Post crisis and stabilization services.

5.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

5.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

5.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

5.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

5.19.1.1. In or at the individual's home.

5.19.1.2. Community settings.

5.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

5.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

5.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

5.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

5.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

5.19.6.1. Obtaining the individual's mental health history including, but not limited to:

5.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

5.19.6.1.2. Substance misuse.

5.19.6.1.3. Social, familial and legal factors;

5.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

5.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

5.19.6.4. Conducting a mental status exam.

5.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

5.19.7.1. Staying in place with:

5.19.7.1.1. Stabilization services.

5.19.7.1.2. A safety plan.

5.19.7.1.3. Outpatient providers;

5.19.7.2. Stepping up to crisis stabilization services or apartments.

5.19.7.3. Admission to peer respite or step-up/step-down program.

5.19.7.4. Admission to a crisis apartment.

5.19.7.5. Voluntary hospitalization.

5.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

5.19.7.7. Medical hospitalization.

5.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

5.20.1. Promoting recovery.

5.20.2. Building upon life, social and other skills.

5.20.3. Offering support.

5.20.4. Reviewing crisis and safety plans.

5.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

5.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

5.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

5.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

5.21.3. Provided in the individual and family home, if requested by the individual;

5.21.4. Implemented using methods that include, but are not limited to:

5.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

5.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

5.21.4.2.1. Cognitive Behavior Therapy (CBT).

5.21.4.2.2. Dialectical Behavior Therapy (DBT).

5.21.4.2.3. Solution-focused therapy.

5.21.4.2.4. Developing concrete discharge plans.

5.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

5.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

5.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

5.22.1. Ensure outreach and educational activities may include, but are not limited to:

5.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

5.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

5.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

5.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

5.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

5.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

5.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

5.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

5.22.2.4. Coordinating with homeless outreach services.

5.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

5.23.1. Determine availability of the Rapid Response Teams;

5.23.2. Facilitate response of dispatched teams; and

5.23.3. Resolve the immediate crisis episode.

5.24. The Contractor shall maintain connection to the designated resource tracking system.

5.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

5.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

5.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

5.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

5.26.2.1. Number of unique individuals who received services.

5.26.2.2. Date and time of mobile arrival; and

5.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

5.26.3.1. Diversions from hospitalizations.

5.26.3.2. Diversions from Emergency Rooms.

5.26.3.3. Services provided.

5.26.3.4. Location where services were provided.

5.26.3.5. Length of time service or services provided.

5.26.3.6. Whether law enforcement was involved for safety reasons.

5.26.3.7. Whether law enforcement was involved for other reasons.

5.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

5.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

5.26.3.10. Outcome of service provided, which may include but is not limited to:

5.26.3.10.1. Remained in home.

5.26.3.10.2. Hospitalization.

5.26.3.10.3. Crisis stabilization services.

5.26.3.10.4. Crisis apartment.

5.26.3.10.5. Emergency department.

5.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

**6. Adult Assertive Community Treatment (ACT) Teams**

6.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

6.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

6.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

6.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

6.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

6.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

6.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

6.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

6.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

6.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

6.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services

for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

6.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

6.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

6.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

6.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

6.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

6.4.4. Make a referral for an ACT assessment within (7) days of:

6.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

6.4.4.2. An individual being referred for an ACT assessment;

6.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

6.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

6.4.6.1. Extended hospitalization or incarceration.

6.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

6.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

6.4.7.1. To exceed caseload size requirements; or

6.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**7. Evidence-Based Supported Employment**

7.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

7.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

7.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

7.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

7.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

7.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

7.6.1. Job development.

7.6.2. Work incentive counseling.

7.6.3. Rapid job search.

7.6.4. Follow along supports for employed individuals.

7.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

7.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

7.7.1. Work with the Department to identify solutions to meet the demand for services; and

7.7.2. Implement such solutions within 45 days.

7.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

7.9. The Contractor shall ensure SE staff receive:

7.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

7.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**8. Coordination of Care from Residential or Psychiatric Treatment Facilities**

8.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

8.1.1. Designate a different liaison for individuals being served through their children's services.

8.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

8.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

8.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

8.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

8.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests

an appointment to be scheduled beyond the seven (7) calendar days; the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

8.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

8.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

8.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

8.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**9. Coordinated Care and Integrated Treatment**

9.1. Primary Care

9.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

9.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

9.1.2.1. Monitor health;

9.1.2.2. Provide medical treatment as necessary; and

9.1.2.3. Engage in preventive health screenings.

9.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

9.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

9.2. Substance Misuse Treatment, Care and/or Referral

9.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

9.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

9.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

9.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

9.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

9.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

9.3. Area Agencies

9.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

9.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

9.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

9.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

9.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

9.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

9.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

9.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

9.4. Peer Supports

9.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

9.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore

treatment engagement and connections with natural supports.

9.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

9.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

9.5. Transition of Care with MCO's

9.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**10. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)**

10.1. The Contractor shall participate in CCBHC planning activities that include:

10.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning.Consultant;

10.1.2. Attending two (2) learning communities on a monthly basis;.

10.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

10.1.4. Meeting monthly with planning consultant for technical assistance.

**11. Deaf Services**

11.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

11.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

11.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

11.4. The Contractor shall ensure services are person-directed, which may result in:

11.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

11.4.2. Care being shared across the regions; or

11.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**12. Helping Overcome Psychosis Early (HOPE) PROGRAM SERVICES - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services**

12.1. The Contractor shall provide a Coordinated Specialty Care (CSC) model and implement the NAVIGATE model of treatment for people with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

12.2. The Contractor shall identify staff to deliver HOPE and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

12.3. The Contractor shall participate in meetings no less than on a quarterly basis with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

12.4. The HOPE team will include roles in accordance with the NAVIGATE model including, but not limited to:

12.4.1. A CSC team leader.

12.4.2. A CSC case worker.

12.4.3. A Supported Employment and Education (SEE) worker.

12.4.4. A therapist.

12.4.5. A family education and support therapist.

12.4.6. A peer.

12.4.7. A psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

12.5. The Contractor shall ensure the HOPE programs' treatment services are available and provided to youth and adults between fifteen (15) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder.

12.6. The Contractor shall ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis to the program, with a goal of enrolling ten (10) individuals throughout the year.

12.7. The Contractor shall accept enrollees from other CMHC catchment areas when appropriate if there is capacity to manage the needs in accordance with a structure and strategy designed in collaboration with the Department.

12.8. The Contractor shall ensure the HOPE programs' treatment model involves a team structure that is based on:

12.8.1. Principles of shared decision-making;

12.8.2. A strengths and resiliency focus;

12.8.3. Recognition of the need for motivational enhancement;

12.8.4. A psychoeducational approach;

12.8.5. Cognitive behavioral therapy methods;

12.8.6. Development of coping skills; and

12.8.7. Integration of natural and peer supports.

12.9. The Contractor shall provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor shall ensure that CSC services align with the NAVIGATE model and include, but are not limited to:

12.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

12.9.1.1. Screening conducted by the HOPE team leader prior to admission to the program;

12.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

12.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

12.9.2. No less than bimonthly team meetings that:

12.9.2.1.. Are led by the HOPE Team Leader;

12.9.2.2. Include all HOPE team members; and

12.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

12.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

12.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

12.9.3.2. Shared decision making including education on:

12.9.3.2.1. Use of medications to manage symptoms; and

12.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

12.9.3.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

12.9.3.3.1. Smoking.

12.9.3.3.2. Weight gain.

12.9.3.3.3. Hypertension.

12.9.3.3.4. Dyslipidemia.

12.9.3.3.5. Prediabetes.

12.9.3.4. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

12.9.3.5. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

12.9.4. Providing medication management services that include, but are not limited to:

12.9.4.1. Thirty (30) minutes per month or more, as clinically indicated, during the first 6 months of enrollment.

12.9.4.2. Thirty (30) minutes every 3 months or more, as clinically indicated, during the last 18 months of enrollment.

12.9.5. Providing specialized youth and young adult peer supports and services.

12.9.6. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

12.9.7. Providing family psychoeducation.

12.9.8. Providing access to telemedicine options for services that cannot be provided by the Contractor, but are available through a regional CMHC that is able to provide services through a telemedicine model.

12.10. The Contractor shall participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

12.11. The Contractor shall provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor shall ensure that:

12.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

12.11.1.1. Develop referral pathways to the CSC program; and

12.11.1.2. Educate community partners about the program;

12.11.2. Outreach efforts include local community hospitals, housing programs, criminal justice system, and schools;

12.11.3. Outreach contacts are reported on a quarterly basis;

12.11.4. Outreach includes cultivating relationships with admission and discharge personnel at these external agencies through frequent visits, phone calls, email communication and timely evaluation of potential FEP cases; and

12.11.5. Outreach includes cultivating internal CMHC relationships and activities such as monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

12.12. The Contractor shall utilize the CANS/ANSA, or other Department-approved evidence based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

12.13. The Contractor shall ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor shall ensure transitions from HOPE include, but are not limited to:

12.13.1. A collaborative process that involves the individual; their relatives and important others; and members of the CSC team to determine readiness for a less intensive level of care.

12.13.2. An assessment of the individuals progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

12.13.2.1. School and work functioning;

12.13.2.2. Quality of peer and family relationships;

12.13.2.3. Relief from symptoms;

12.13.2.4. Abstinence from substances; and

12.13.2.5. Effective management of health issues

12.13.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

12.13.4. Utilizing formal transition planning guides and worksheets.

12.14. The Contractor shall submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

12.14.1. Quarterly Team Leader Reports that are due on the 15th of the month following the close of each quarter, which include, but are not limited to:

12.14.1.1. Monthly enrollment, service utilization, and outcomes reports.

12.14.1.2. Quarterly staffing summary.

12.14.1.3. Quarterly meeting summary.

12.14.1.4. Referral and enrollment efforts.

12.14.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

12.15. The Contractor shall submit invoices for services in a format provided by the BMHS Financial Management Unit, which are processed for payment upon verification of timely reporting.

**13. CANS/ANSA or Other Approved Assessment**

13.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

13.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

13.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

13.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

13.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

13.3.1. Utilized to develop an individualized, person-centered treatment plan;

13.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

13.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

13.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

13.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

13.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

13.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**14. Pre-Admission Screening and Resident Review**

14.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

14.2. Upon request by the Department, the Contractor shall:

14.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

14.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

14.2.2.1. Requires nursing facility care; and.

14.2.2.2. Has active treatment needs.

**15. Application for Other Services**

15.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

15.1.1. Medicaid.

15.1.2. Medicare.

15.1.3. Social Security Disability Income.

15.1.4. Veterans Benefits.

15.1.5. Public Housing.

15.1.6. Section 8 Subsidies.

15.1.7. Child Care Scholarship.

**16. Community Mental Health Program (CMHP) Status**

16.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**17. Quality Improvement**

17.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

17.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

17.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

17.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

17.3.1. Submit all required information in a format provided by the Department or contracted vendor;

17.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

17.3.3. Support all efforts of the Department to conduct the survey;

17.3.4. Promote survey participation of individuals sampled to participate; and

17.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

17.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

17.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**18. Maintenance of Fiscal Integrity**

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

18.1.1. Balance Sheet;

18.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis;

18.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

18.1.3.1. All revenue sources and all related expenditures for the Program; and

18.1.3.2. A budget column allowing for budget to actual analysis; and

18.1.4. Cash Flow Statement.

18.2. 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.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

18.3.1.2. 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.

18.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

18.3.2. Current Ratio:

18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

18.3.2.2. Formula: Total current assets divided by total current liabilities.

18.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

18.3.3. Debt Service Coverage Ratio:

18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

18.3.3.2. Definition: The ratio of net income to the year to date debt service.

18.3.3.3. 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.

18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

18.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

18.3.4. Net Assets to Total Assets:

18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

18.3.4.4. Source of Data: The Contractor's monthly financial statements.

18.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

18.4. In the event that the Contractor does not meet either:

18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

18.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

18.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

18.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

18.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

18.5.1. 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.

18.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or

materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

18.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

18.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

18.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**19. Reduction or Suspension of Funding**

19.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

19.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

19.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

19.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

19.3.2. Crisis services for all individuals.

19.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

19.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M-609.

**20. Elimination of Programs and Services by Contractor**

20.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

20.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

20.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

20.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

20.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

20.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**21. Data Reporting**

21.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

21.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

21.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

21.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

21.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

21.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

21.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

21.6.2. Ensuring data files and records are consistent with reporting specification requirements.

21.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

21.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

21.6.5. Participating in Departmental efforts for system-wide data quality improvement.

21.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

21.6.6.1. All data is formatted in accordance with the file specifications;

21.6.6.2. No records will reject due to illegal characters or invalid formatting; and

21.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

21.7. The Contractor shall meet the following standards:

21.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

21.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 21.8.

21.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

21.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

21.8.1. The waiver length shall not exceed 180 days.

21.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

21.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

21.8.4. Failure of the Contractor to implement the plan may require:

21.8.4.1. Another plan; or

21.8.4.2. Other remedies, as specified by the Department.

**22. Privacy Impact Assessment**

22.1. 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:

22.1.1. How PII is gathered and stored;

22.1.2. Who will have access to PII;

22.1.3. How PII will be used in the system;

22.1.4. How individual consent will be achieved and revoked; and

22.1.5. Privacy practices.

22.2. 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.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 4.41% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375.
   1.2. 1.61% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 93.43% General funds.
   1.4. .55% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek

reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 3,540.00 |
| Rapid Response Crisis Services | $ 993,188.00 | $ 993,188.00 | $ 1,986,376.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 450,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ 5,300.00 |
| First Episode Psychosis Programming | $ 60,000.00 | $ 60,000.00 | $ 120,000.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,829.00 | $ - | $ 43,829.00 |
| Total | $1,376,587.00 | $1,322,458.00 | $2,699,045.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice. | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized | $12,500 |

| | | |
|---|---|---|
| | Substance Abuse Treatment (S7) fidelity measures. | |

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.8. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain cand expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.9. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.10. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program | $5,000.00 |
| Indirect Costs (not to exceed 6%) | $300.00 |
| Total | $5,300.00 |

7.11. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoice based payments for unbillable

time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.

7.12. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.13. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. Other

8.1. Enhanced – Illness Management and Recovery (eIMR) Training: One-time funds not to exceed $21,000 are available in SFY 2023 for eIMR training to contract directly with the Center for Practice Transformation at the University of Minnesota to train 30 center staff in eIMR. Slots may be offered to other centers if openings are available.

9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

9.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

10. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

10.3. Identifies and requests payment for allowable costs incurred in the previous month.

10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to

dhhs.act@dhhs.nh.gov 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.

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | Monadnock Family Services | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2023-6/30/2024 | |
| **Indirect Cost Rate (if applicable)** | 0.1 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $654,535 | $115,065 |
| 2. Fringe Benefits | $236,360 | $17,410 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 | $3,100 |
| 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 | $0 | $6,000 |
| 6. Travel | $4,800 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $6,600 | $0 |
| Other (please specify) | $603 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $902,898 | $141,575 |
| | | |
| Total Indirect Costs | $90,290 | $14,158 |
| | | |
| **TOTAL** | $993,188 | $155,733 |

Contractor: PW (DS)



Date: 5/23/2023

Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| Contractor Name: | Monadnock Family Services. | |
| Budget Request for: | Mental Health Services (Rapid Response) | |
| Budget Period | 7/1/2024-6/30/2025 | |
| Indirect Cost Rate (if applicable) | 0.100000222 | |
| | | |
| Line Item | Program Cost - Funded by DHHS | Program Cost - Contractor Share/ Match |
| 1. Salary & Wages | $654,535 | $115,065 |
| 2. Fringe Benefits | $236,360 | $17,410 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 | $3,100 |
| 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 | $0 | $6,000 |
| 6. Travel | $4,800 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $6,600 | $0 |
| Other (please specify) | $603 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $902,898 | $141,575 |
| | | |
| Total Indirect Costs | $90,290 | $14,158 |
| | | |
| TOTAL | $993,188 | $155,733 |

Contractor: DS PW



Date: 5/23/2023

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

**New Hampshire Department of Health and Human Services**
**Exhibit E**

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

DS
PW
Vendor Initials
5/23/2023
Date

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DS
PW

**New Hampshire Department of Health and Human Services**
**Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Phillip Wyzik
Name: Phillip Wyzik
Title: CEO



Contractor Initials: DS PW
Date: 5/23/2023

New Hampshire Department of Health and Human Services
Exhibit H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO



DS
PW
Contractor Initials
5/23/2023
Date

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Contractor Initials PW

Date 5/23/2023

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Contractor Initials PW

Date 5/23/2023

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| Department of Health and Human Services | Monadnock Family Services |
|---|---|
| The State | Name of the Contractor |
| Katja S. Fox | Philip Wyzik |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja S. Fox | Philip Wyzik |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 5/24/2023 | 5/23/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Monadnock Family Services

5/23/2023
Date

DocuSigned by:
Phillip Wyzik
Name: Phillip Wyzik
Title: CEO



Contractor Initials: PW
Date: 5/23/2023

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: P7WBAPJ9Y4W7

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, NH dba Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $13,238,716

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-7, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/5/2025
Date

Signed by:
Kaja Fox
Name: Kaja Fox
Title: Director

The Community Council of Nashua, NH dba
Greater Nashua Mental Health

6/4/2025
Date

Signed by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/5/2025
Date

DocuSigned by:
Robyn Guarino
74873484941469...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 6.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and Must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

**2. System of Care for Children's Mental Health**

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Children's Intensive Community-Based Services**

4.1. The Contractor must use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community-based services are most appropriate.

4.2. The Contractor must provide children's intensive community-based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments (EDs) for psychiatric crisis;

4.2.2. Are at risk for an episode of residential treatment;

4.2.3. Present with significant ongoing difficulties at school including, but not limited to, difficulties that would put the student at risk of out-of-district placement;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor must provide children's intensive community-based services as needed through a full array of services as defined in New Hampshire

Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor must provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community-based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor must screen adolescents receiving services for substance use utilizing one or more tools as appropriate that include, but are not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals twelve (12) years of age and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school-based clinicians for individuals referred for substance use.

4.6. The Contractor must provide children's intensive community-based services to individuals and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the individuals and their families in the community, in a culturally competent manner.

4.7. The Contractor must conduct and facilitate weekly children's intensive community-based team meetings in order to communicate needs and discuss progress.

**5. Rehabilitation for Empowerment, Education, and Work ("RENEW") Sustainability**

5.1. The Contractor must provide the RENEW intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services in accordance with the University of New Hampshire (UNH) - Institute on Disability (IOD) model.

5.2. The Contractor must ensure RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher

in domains 1-3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the individuals.

5.3. The Contractor must obtain support and coaching as needed from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**6. Division for Children, Youth and Families (DCYF)**

6.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**7. Crisis Services**

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

7.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

7.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

7.2.2. Included in Rapid Response reporting or data related to Rapid Response.

7.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

7.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 24, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

7.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

7.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

7.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

7.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team of consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 7.28.2.

7.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

7.9.1. Peer support specialists.

7.9.2. Bachelor's level provider.

7.9.3. Other Rapid Response crisis trained provider.

7.9.4. Master's level provider.

7.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

7.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

7.11.1. Case consultation;

7.11.2. Emergency medication management, as determined by the prescriber;

7.11.3. Telehealth or video evaluation; and

7.11.4. Conditional Discharge Revocation Process.

7.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

7.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

7.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.14.1. The location of the crisis.

7.14.2. The safety plan either developed over the phone or on record from prior contact(s).

7.14.3. Any accommodations needed.

7.14.4. Treatment history of the individual, if known.

7.14.5. Does not fulfill emergency medication refills.

7.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

7.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

7.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

7.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

7.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

7.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

7.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

7.21.1. Subsequent deployment of a Rapid Response Team to the community.

7.21.2. Telehealth interventions including but not limited to phone, text, and video).

7.21.3. Stabilization appointments.

7.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

7.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

7.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

7.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

7.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration, and/or institutionalization. The Contractor must ensure services include, but are not limited to:

7.25.1. Face-to-face assessments.

7.25.2. Disposition and decision-making.

7.25.3. Initial care and safety planning.

7.25.4. Post crisis and stabilization services.

7.25.5. Follow-up support.

7.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

7.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

7.28.1.1. In or at the individual's home.

7.28.1.2. Community settings.

7.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

7.28.2.1. Jails.

7.28.2.2. Schools.

7.28.2.3. Clinics.

7.28.2.4. Fire Departments.

7.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

7.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

7.28.4. Rapid Response Teams are prohibited from declining service due to distance.

7.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-l, provided no other available team has been identified by the Access Point;

7.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

7.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

7.28.7.1. Documented clinical rationale;

7.28.7.2. Administrative support; and

7.28.7.3. Phoenix reporting.

7.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.28.9. A face-to-face assessment as needed that includes, but is not limited to:

7.28.9.1. Assessment related to homicide and/or suicide risk.

7.28.9.2. Full mental health history including, but not limited to:

7.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.28.9.2.2. Substance use history.

7.28.9.2.3. Social, familial, environmental, and legal factors.

7.28.9.2.4. Presenting symptoms and onset of crisis.

7.28.9.3. Obtaining medication list, adherence to prescribed medications.

7.28.9.4. Brief medical history.

7.28.9.5. Mental status exam.

7.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

7.28.10.1. Staying in place with:

7.28.10.1.1. Stabilization services;

7.28.10.1.2. A safety plan; and/or

7.28.10.1.3. Follow-up with existing outpatient providers.

7.28.10.2. Stepping up to crisis stabilization services.

7.28.10.3. Admission to peer respite or step-up/step-down program.

7.28.10.4. Voluntary hospitalization.

7.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

7.28.10.6. Medical hospitalization.

7.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.29.1. Promoting recovery.

7.29.2. Building upon life, social, and other skills.

7.29.3. Offering support.

7.29.4. Reviewing crisis and safety plans.

7.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

7.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

7.30.3. Provided in the individual and family home, if requested by the individual;

7.30.4. Implemented using methods that include, but are not limited to:

7.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

7.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

7.30.4.2.1. Cognitive Behavior Therapy (CBT);

7.30.4.2.2. Dialectical Behavior Therapy (DBT);

7.30.4.2.3. Solution-focused therapy;

7.30.4.2.4. Developing concrete discharge plans; and

7.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

7.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

7.31.2. Engage in various outreach and educational activities including, but not limited to:

7.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

7.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

7.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

7.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

7.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

7.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

7.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

7.32.5. Coordinating with homeless outreach services.

7.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.33.1. Determine availability of the Rapid Response Teams;

7.33.2. Facilitate mobile response of dispatched teams; and

7.33.3. Resolve the immediate crisis episode.

7.34. The Contractor must maintain connection to the designated resource tracking system.

7.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

7.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

7.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

7.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

7.36.2.1. Number of unique individuals who received services.

7.36.2.2. Date and time of mobile arrival.

7.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

7.36.3.1. Diversions from hospitalizations.

7.36.3.2. Diversions from Emergency Rooms.

7.36.3.3. Services provided.

7.36.3.4. Location where services were provided.

7.36.3.5. Length of time service or services provided.

7.36.3.6. Whether law enforcement was involved for safety reasons.

7.36.3.7. Whether interpretation services or language support services were required.

7.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

7.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.36.3.10. Outcome of service provided, which may include, but is not limited to:

7.36.3.10.1. Remained in home.

7.36.3.10.2. Hospitalization.

7.36.3.10.3. Crisis stabilization services.

7.36.3.10.4. Crisis center services.

7.36.3.10.5. ED.

7.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

7.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

**8. Adult Assertive Community Treatment (ACT) Teams**

8.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

8.2. The Contractor must maintain two (2) Adult ACT Teams both of which meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

8.2.1. Each Adult ACT Team delivers comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

8.3. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

8.3.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

8.4. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days.

If the individual is assessed as appropriate for ACT services, they will be admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

8.4.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

8.4.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

8.4.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

8.4.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

8.5. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

8.6. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

8.7. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

8.7.1. Extended hospitalization or incarceration.

8.7.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

8.8. The Contractor must report its level of staff compliance with the above listed requirements on a monthly basis in a format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor must:

8.8.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

8.8.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

8.8.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

8.8.4. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department.

**9. Individual Placement and Support - Supported Employment (IPS-SE)**

9.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

9.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

9.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

9.4.1. Work with the Department to identify solutions to meet the demand for services; and

9.4.2. Implement such solutions within 45 days.

9.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

9.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS-SE Employment Center and approved by BMHS; and

9.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**10. Critical Time Intervention**

10.1. Critical Time Intervention (CTI)

10.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

10.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

10.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

10.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

10.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

10.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

10.1.3.1. Individuals receive services over a period of nine (9) months;

10.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

10.1.3.3. Services decrease in intensity as the service period progresses.

10.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval before implementing any changes.

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10.1.5. The Contractor must complete CTI program quality improvement reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

10.1.5.1. Revising or developing policies and procedures.

10.1.5.2. Participating in training.

10.1.5.3. Completing quality improvement plans in a format approved by the Department.

10.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

10.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

10.1.7.1. Individual and organizational challenges;

10.1.7.2. Progress; and

10.1.7.3. Opportunities.

10.1.8. The Contractor must establish and maintain effective working relationships with various local supports including, but not limited to:

10.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

10.1.8.2. Community Mental Health Centers, statewide.

10.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

10.1.8.4. Landlords.

10.1.8.5. Local Businesses.

10.1.8.6. Community Action Program agencies.

10.1.8.7. Peer Support Agencies.

10.1.8.8. Educational Institutions.

10.1.8.9. Public Assistance Agencies.

10.1.8.10. Local Welfare Offices.

10.1.8.11. Public Health Departments.

10.1.8.12. Transportation providers.

10.1.8.13. Faith-based organizations.

10.1.8.14. Refugee associations.

10.1.8.15. Health clubs.

10.1.8.16. Other social support organizations.

10.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

10.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

10.1.10.1. ED visits.

10.1.10.2. Inpatient services to resolve crisis as they arise.

10.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

10.1.10.4. Rapid Response.

10.1.10.5. The Doorways.

10.1.10.6. NH Peer Support Agencies

10.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

10.2. Pre-CTI Services

10.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

10.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

10.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

10.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

10.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

10.2.4.2. Meet with the individual as often as needed, to:

10.2.4.2.1. Assess their needs; and

10.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

10.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

10.2.5.1. Review the individual's treatment history;

10.2.5.2. Identify existing community supports; and

10.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

10.2.5.3.1. Income.

10.2.5.3.2. Access to health care, including:

10.2.5.3.2.1. Health care services;

10.2.5.3.2.2. Mental health services;

10.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

10.2.5.3.2.4. Insurance coverage.

10.2.5.3.3. Diet and exercise.

10.2.5.3.4. Education.

10.2.5.3.5. Employment.

10.2.5.3.6. Family and social supports.

10.2.5.3.7. Housing arrangements.

10.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

10.2.6.1. Documenting the individual's recovery and transition goals;

10.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

10.2.6.3. Assisting with linkages to community supports as necessary.

10.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

10.2.6.5. Identifying barriers to success; and

10.2.6.6. Providing assistance with barrier resolution.

10.3. Phase One (1) CTI Services

10.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

10.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

10.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

10.3.2.1.1. Health care appointments.

10.3.2.1.2. Mental health appointments.

10.3.2.1.3. Recovery and substance use treatment sessions.

10.3.2.1.4. Dental appointments.

10.3.2.1.5. Other appointments relative to life skills.

10.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

10.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

10.3.2.4. Attending meetings or appointments as requested by the individual.

10.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

10.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

10.4. Phase Two (2) CTI Services

10.4.1. The Contractor must provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

10.4.2. The Contractor must reassess the individual's needs and update the Phase Plan.

10.4.3. The Contractor must ensure the individual is actively working on

strengthening their relationships with their support network established in Phase 1, by:

10.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

10.4.3.2. Assisting with self-advocacy.

10.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

10.4.5. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

10.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

10.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

10.4.7.1. Faith and/or spiritual programs.

10.4.7.2. Physical fitness programs.

10.4.7.3. Social clubs.

10.4.7.4. Creative art programming.

10.4.7.5. Education.

10.4.7.6. Employment.

10.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

10.5. Phase Three (3) CTI Services

10.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

10.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

10.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community by developing a long-term plan to:

10.5.3.1. Manage their support network independently: and

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10.5.3.2. Achieve recovery goals that remain outstanding.

10.5.4. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

10.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

10.5.5.1. Acknowledge achievements over the past 9 months; and

10.5.5.2. Ensure the individual can function independently with their support network.

10.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

10.5.6.1. The steps the individual made that indicate their ability to manage their support network independently;

10.5.6.2. The individual's recovery and transition goals;

10.5.6.3. The individual's experience in CTI;

10.5.6.4. Initial Risk Assessment;

10.5.6.5. Barriers to the Intervention; and

10.5.6.6. A summary of the CTI Intervention.

10.6. CTI Program Inactive, Reactivated, and Closed Statuses

10.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

10.6.1.1. <u>Inactive Status</u>

10.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

10.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

10.6.1.1.3. The CTI Supervisor must:

10.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

10.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

10.6.1.1.3.3. Note the individual did not complete the program in the EHR.

10.6.1.2. Reactivated Status

10.6.1.2.1. An individual must be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

10.6.1.2.2. Once the individual is reactivated, the CTI Supervisor must reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

10.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

10.6.1.2.4. The CTI Coach must update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

10.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

10.6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

10.6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

10.6.1.3. Closed Status

10.6.1.3.1. An individual must be considered closed if the individual:

10.6.1.3.1.1. Moved out of state, or the catchment area;

10.6.1.3.1.2. Passed away;

10.6.1.3.1.3. Is hospitalized for an extended period of time as determined by the Contractor;

10.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

10.6.1.3.1.5. Is incarcerated; or

10.6.1.3.1.6. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's closing policy.

10.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

10.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

10.6.1.3.4. If the individual becomes eligible for CTI again, the Contractor must ensure they are allowed to receive the service.

10.7. CTI Supervisory Scope of Work

10.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

10.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

10.7.3. The Contractor must ensure the CTI Supervisor conducts bi-weekly one-on-one supervision with CTI workers. The Contractor must ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

10.7.3.1. Bi-weekly documentation on required forms that include the:

10.7.3.1.1. Weighted caseload tracker;

10.7.3.1.2. Phase date form; and

10.7.3.1.3. CTI Team Supervision form; and

10.7.3.2. CTI worker's fidelity efforts; and

10.7.3.3. CTI worker's barriers to securing community services and supports for CTI participants.

10.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

10.7.4.1. New Hampshire Hospital (NHH) Liaison

10.7.4.2. Designated Receiving Facility (DRF)

10.7.4.3. Crisis-related meeting representation and support.

10.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

10.8. CTI Flexible Needs

10.8.1. When no other payer is available, the Contractor must offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

10.8.1.1. Groceries.

10.8.1.2. Transportation.

10.8.1.3. Childcare.

10.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

10.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

10.8.1.6. Other uses pre-approved in writing by the Department.

10.9. CTI Staffing

10.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

10.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

10.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

10.9.1.3. Four (4) Full Time Equivalent (FTE) level CTI Workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

10.9.1.4. One (1) 0.5 FTE CTI Supervisor.

10.9.2. The Contractor must ensure all CTI staff:

10.9.2.1. Complete the CTI model training;

10.9.2.2. Attend CTI Team meeting; and

10.9.2.3. Attend Community of Practice (CoP) meetings.

10.9.3. The Contractor must participate in training and skill deployment, as requested by the Department, which includes:

10.9.3.1. A one (1) day CTI worker training;

10.9.3.2. A one (1) day CTI supervisor training;

10.9.3.3. Assist in co-facilitating CTI staff training;

10.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

10.9.3.5. Complementary trainings to CTI staff.

**11. Coordination of Care from Residential or Psychiatric Treatment Facilities**

11.1. The Contractor must designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community.

11.2. The Contractor may designate a different liaison for individuals being served through their children's services.

11.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

11.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

11.5. The Contractor must work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

11.6. The Contractor must make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

11.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar

days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

11.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

11.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

11.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

11.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**12. Coordinated Care and Integrated Treatment**

12.1. Primary Care

12.1.1. The Contractor must request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor must support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

12.2. Substance Misuse Treatment, Care and/or Referral

12.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

12.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

12.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

12.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

12.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

12.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

12.3. Area Agencies

12.3.1. The Contractor must collaborate with the Area Agency that serves the region to address processes that include:

12.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

12.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

12.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

12.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

12.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V-TR;

12.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

12.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

12.4. Peer Supports

12.4.1. The Contractor must actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

12.4.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and

use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

12.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

12.4.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

12.5. Transition of Care with MCO's

12.5.1. The Contractor must ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**13. Deaf Services**

13.1. The Contractor must maintain a Deaf Services Team to provide culturally and linguistically appropriate services to individuals who are deaf or hard of hearing.

13.2. The Contractor must ensure the Deaf Services Team provides services to individuals who would benefit from receiving treatment in American Sign Language (ASL) or with staff who are specially trained to work with the deaf and/or hard of hearing population.

13.3. The Contractor must ensure the Deaf Services Team includes, but is not limited to:

13.3.1. One (1) full time coordinator.

13.3.2. One (1) full time therapist.

13.3.3. One (1) full time community-based staff member who meets the requirements to provide Case Management, Functional Support Services, or a combination of both.

13.3.4. One (1) sign language interpreter to provide and coordinate interpreting services to ensure language accessibility for staff and individuals for all program services and activities in the CMHCs.

13.3.5. Other staff, as needed, to provide essential services to individuals.

13.4. The Contractor must ensure all staff of the Deaf Services Team demonstrate understanding of deaf and/or hard of hearing culture and/or fluency in American Sign Language (ASL) as evidenced by training, education ~~or lived~~ experience and at a level sufficient to perform the duties of their position.

13.5. The Contractor must ensure the coordinator of the Deaf Services Team oversees care coordination for any individuals who are deaf or hard-of-hearing who are receiving care through both the Contractor and another CMHC, New Hampshire Hospital (NHH), or the Secure Psychiatric Unit (SPU) or being referred to care with the Contractor by one of these entities.

13.6. The Contractor must ensure the Deaf Services Team provides education and consultation on culturally and linguistically appropriate behavioral health treatment of individuals who are deaf or hard-of-hearing, as requested by the Department, any CMHCs, NHH or SPU.

13.7. The Contractor must ensure the Deaf Services Team accepts referrals from Department-supported screening and/or referral entities, including Doorways and the Rapid Response Access Point.

13.8. The Contractor must ensure the Deaf Services Team provides services to individuals who are deaf or hard of hearing across all regions of the state.

13.9. The Contractor must ensure the Deaf Services Team provides consultation to the other nine (9) CMHCs for disposition and treatment planning.

13.10. The Contractor must ensure treatment plans take into consideration the importance of access to culturally and linguistically appropriate services on treatment outcomes and services are person-directed, which may result in:

13.10.1. Individuals being seen only by the Deaf Services Team through Region 6, while care is shared across the regions; or individuals receiving care through the local CMHC after consultation with the Deaf Services Team.

**14. Helping Overcome Psychosis Early (HOPE) Program Service - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services**

14.1. The Contractor must provide services using a Department-approved Coordinated Specialty Care (CSC) model and implement the model of treatment for individuals with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

14.2. The Contractor must identify staff to deliver HOPE services and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

14.3. The Contractor must participate in meetings, no less than on a quarterly basis, with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

14.4. The Contractor must ensure the HOPE team includes roles in accordance with the CSC model including, but not limited to:

14.4.1. CSC team leader.

14.4.2. CSC case worker.

14.4.3. Supported Employment and Education (SEE) worker.

14.4.4. Therapist.

14.4.5. Family education and support therapist.

14.4.6. Peer.

14.4.7. Psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

14.5. The Contractor must ensure the HOPE programs' treatment services are available and provided to youth and adults between fourteen (14) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder, unless otherwise approved by the Department.

14.6. The Contractor must enroll and consistently serve a minimum of twenty (20) individuals at any given time in the ESMI/FEP program, unless otherwise approved by the Department.

14.7. The Contractor must ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis or ESMI to the program to ensure enrollment of ten (10) new individuals and/or maintenance of 90% program capacity throughout the year.

14.8. The Contractor must accept enrollees residing outside the Contractor's catchment areas when appropriate. The Contractor must ensure the HOPE programs' treatment model involves a team structure focused on:

14.8.1. Principles of shared decision-making;

14.8.2. Strengths and resiliency;

14.8.3. Recognition of the need for motivational enhancement;

14.8.4. Psychoeducational approach;

14.8.5. Cognitive behavioral therapy methods;

14.8.6. Development of coping skills; and

14.8.7. Integration of natural and peer supports.

14.9. The Contractor must provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor must ensure that CSC services align with the NH CSC model designated by the Department and include, but are not limited to:

14.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

14.9.1.1. Screening conducted by the HOPE team leader, or another team staff member and reviewed by the HOPE team leader, prior to admission to the program;

14.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

14.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

14.9.2. No less than bimonthly team meetings that:

14.9.2.1. Are led by the HOPE Team Leader, or by an appointed Team Lead if the position is vacant;

14.9.2.2. Include all HOPE team members; and

14.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

14.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

14.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

14.9.3.2. Shared decision-making including education on:

14.9.3.2.1. Use of medications to manage symptoms; and

14.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

14.9.3.2.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

14.9.3.2.4. Smoking.

14.9.3.2.5. Weight gain.

14.9.3.2.6. Hypertension.

14.9.3.2.7. Dyslipidemia.

14.9.3.2.8. Prediabetes.

14.9.3.3. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

14.9.3.4. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

14.9.3.5. Providing medication management services that include, but are not limited to:

14.9.3.5.1. Thirty (30) minutes per month or more, as clinically indicated, during the first six (6) months of enrollment.

14.9.3.5.2. Thirty (30) minutes every three (3) months or more, as clinically indicated, during the last 18 months of enrollment.

14.9.3.6. Specialized youth and young adult peer supports and services.

14.9.3.7. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

14.9.3.8. Family psychoeducation.

14.9.3.9. Access to telemedicine options for services that cannot be provided by the Contractor but are available through a regional CMHC that is able to provide services through a telemedicine model.

14.10. The Contractor must participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

14.11. The Contractor must provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor must ensure:

14.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

14.11.1.1. Develop referral pathways to the CSC program; and

Initial

14.11.1.2. Educate community partners about the program.

14.11.2. Outreach efforts must include:

14.11.2.1. Cultivating external relationships with admission and discharge personnel at local community hospitals, housing programs, criminal justice system, and schools through frequent visits, phone calls, email communication, and timely evaluation of potential FEP cases; and

14.11.2.2. Cultivating internal CMHC relationships and activities including, but not limited to, monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

14.12. The Contractor must ensure outreach contacts and efforts are reported on a quarterly basis.

14.13. The Contractor must utilize the CANS/ANSA, or other Department-approved evidenced based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

14.14. The Contractor must ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor must ensure transitions from HOPE include, but are not limited to:

14.14.1. A collaborative process that involves the individual, their relatives and important others, and members of the CSC team to determine readiness for a less intensive level of care.

14.14.2. An assessment of the Individual's progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

14.14.2.1. School and work functioning;

14.14.2.2. Quality of peer and family relationships;

14.14.2.3. Relief from symptoms;

14.14.2.4. Abstinence from substances; and

14.14.2.5. Effective management of health issues.

14.14.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

14.14.4. Utilizing formal transition planning guides and worksheets.

14.15. The Contractor must submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

14.15.1. Quarterly Team Leader Reports submitted no later than the 15th of the month following the close of each quarter, which must include, but is not limited to:

14.15.1.1. Monthly enrollment, service utilization, and outcomes reports.

14.15.1.2. Quarterly staffing summary.

14.15.1.3. Quarterly meeting summary.

14.15.1.4. Referral and enrollment efforts.

14.15.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

14.15.1.6. HOPE/FEP programs' report of all SAMSHA required data including, but not limited to:

14.15.1.6.1. The number of admissions into CSC services by age.

14.15.1.6.2. The number of individuals with FEP successfully discharged by CSC by age.

14.15.1.6.3. The Current number of individuals with FEP receiving CSC services by age.

14.15.1.6.4. The percentage of individuals with FEP who experienced no hospitalizations by age.

14.15.1.6.5. The percentage of FEP individuals who experienced no arrest by age.

14.15.2. The Contractor must utilize the reporting template to collect and report this data.

**15. CANS/ANSA or Other Approved Assessment**

15.1. The Contractor must ensure all clinicians, with the exception of Rapid Response staff, providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence- based tool, if serving the adult population.

15.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

15.3. The Contractor must ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**16. Pre-Admission Screening and Resident Review**

16.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor must:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

**17. Application for Other Services**

17.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

**18. Community Mental Health Program (CMHP) Status**

18.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**19. Quality Improvement**

19.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data,

performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor.

19.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

19.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

19.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

19.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

19.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

19.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**20. Maintenance of Fiscal Integrity**

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet for the Contractor's entire organization including all related parties.

20.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis.

20.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis.

20.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

20.2. 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.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. 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.

20.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. 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.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

20.4.2. 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:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

20.5. 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:

20.5.1. 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.

20.6. 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.

20.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

20.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**21. Reduction or Suspension of Funding**

21.1. 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.

21.1.1. 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.

21.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

21.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.1.2.2. Crisis services for all individuals.

21.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**22. Elimination of Programs and Services by Contractor**

22.1. Not including service reductions collaboratively addressed in Section 21. 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.

22.2. 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.

22.3. 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.

**23. Closed Loop Referral System**

23.1. 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.

23.2. 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.

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23.2.1. 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.

**24. Data Reporting**

24.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

24.2. The Contractor must submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

24.3. The Contractor must submit individual client intake, demographics, payor, diagnostic, referral, location, and other information specified by the Department, and all service encounter and outcome data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

24.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

24.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expects updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

24.6. The Contractor must meet all the general requirements for the Phoenix system which include, but are not limited to:

24.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

24.6.2. Ensuring data files and records are consistent with reporting specification requirements.

24.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

24.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

24.6.5. Participating in Departmental efforts for system-wide data quality improvement.

24.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

24.6.6.1. All data is formatted in accordance with the file specifications;

24.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

24.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

24.7. The Contractor must meet the following standards:

24.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

24.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

24.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

24.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

24.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a

written communication that specifies the items being exempted. In all circumstances:

24.9.1. The exemption length shall not exceed 180 days.

24.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

24.9.3. The Contractor must implement the Department-approved corrective action plan.

24.9.4. Failure by the Contractor to implement the correction action plan may require:

24.9.4.1. An additional corrective action plan; or

24.9.4.2. Other remedies as specified by the Department.

**25. Background Checks**

25.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

25.1.1. 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;

25.1.2. 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

25.1.3. 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.

**26. Confidential Data**

26.1. 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.

26.2. 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.

**27. Privacy Impact Assessment**

27.1. 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:

27.1.1. How PII is gathered and stored;

27.1.2. Who will have access to PII;

27.1.3. How PII will be used in the system;

27.1.4. How individual consent will be achieved and revoked; and

27.1.5. Privacy practices.

27.2. 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.

**28. Department Owned Devices, Systems and Network Usage**

28.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

28.1.1. 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;

28.1.2. 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;

28.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

28.1.4. 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;

28.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

28.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

28.1.7. 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."

28.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

28.1.9. Agree when utilizing the Department's email system:

28.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

28.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

28.1.9.3. 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."

28.1.10. 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:

28.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

28.1.10.2. 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.

28.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

28.1.11. 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.

28.1.12. 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.

28.1.13. Workspace Requirement

28.1.14. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**29. Contract End-of-Life Transition Services**

29.1. General Requirements

29.1.1. 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.

29.1.2. 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.

29.1.3. 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.

29.1.4. 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.

29.1.5. 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.

29.1.6. 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.

29.2. Completion of Transition Services

29.2.1. 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.

29.2.2. 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.

29.3. Disagreement over Transition Services Results

29.3.1. 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

all reports and records maintained pursuant to the Agreement for purposes of audit, examination, excerpts and transcripts.

32.3. 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**
**Mental Health Services**

# EXHIBIT C – Amendment #2

## Payment Terms

1. This Agreement is funded by:
   1.1. 2.27% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, 5/16/24 and 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375, FAIN B09SM089640, FAIN B09SM090358.
   1.2. 1.38% Federal funds, PROHEALTH NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.3. 96.16% General funds.
   1.4. 0.19% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer,

the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 7,080.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 1,768,077.00 | $ 1,768,077.00 | $ 1,768,077.00 | $ 1,768,077.00 | $ 7,072,308.00 |
| Mobile Crisis Apartments Occupancy | $ 143,000.00 | $ 143,000.00 | $ - | $ - | $ 286,000.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 450,000.00 | $ 450,000.00 | $ 450,000.00 | $ 450,000.00 | $ 1,800,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 24,000.00 |
| Child and Youth Based Programming and Team Based Approaches (BCBH) | $ 140,000.00 | $ 140,000.00 | $ 140,000.00 | $ 140,000.00 | $ 560,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| First Episode Psychosis Programming | $ 60,000.00 | $ 60,000.00 | $ 70,000.00 | $ 70,000.00 | $ 260,000.00 |
| Deaf Services Funding | $ 326,500.00 | $ 326,500.00 | $ 326,500.00 | $ 326,500.00 | $ 1,306,000.00 |
| System of Care 2.0 | $ 263,028.00 | $ - | $ - | $ - | $ 263,028.00 |
| ProHealth NH Grant | $ 183,115.00 | $ - | $ - | $ - | $ 183,115.00 |
| Critical Time Intervention | $ - | $ - | $ 370,311.00 | $ 370,311.00 | $ 740,622.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | **$ 3,388,990.00** | **$ 2,937,847.00** | **$ 3,431,261.00** | **$ 3,436,261.00** | **$ 13,194,359.00** |
| From SFY24-27 | $ 3,388,990.00 | $ 2,937,847.00 | $ 3,431,261.00 | $ 3,436,261.00 | $ 13,194,359.00 |
| Difference | $ - | $ - | $ - | $ - | |
| SFY2023 | $ 44,357.00 | | | | $ 44,357.00 |

Initial

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #2, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 7. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1)<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Behavioral Health Services Information System (BHSIS)

6.6.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.6.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.6.1.2. Software or training purchases aimed at improving data collection; and

6.6.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.6.2. Supporting Documentation Requirements:

6.6.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.6.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.6.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.6.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlines in Exhibit B – Amendment #2, Scope of Services. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

6.9. Child and Youth Based Programming and Team Based Approaches: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-5, Budget – Amendment #2.

6.10. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.11. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.12. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B – Amendment #2, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoiced based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items. The Contractor must use the **FEP Invoicing Template** provided by the Department to document the specific tasks for which staff time is being invoiced.

6.12.1. Supporting Documentation Requirements:

6.12.1.1. Completed FEP Invoicing Template.

6.12.1.2. Staff timesheets and payroll reports.

6.12.1.3. Any proof of related costs that are non-billable to Medicaid.

6.12.1.4. The FEP supportive documentation invoicing template outlines all allowable tasks and costs that may be invoiced to the Department for compensation. The Contractor shall use the template provided by the Department and submit all required supporting documentation by the 15th of the following month.

6.13. Deaf Services Funding: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-6, Budget – Amendment #2.

6.14. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.14.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.14.1.1, Rate Table, which are rates set for the term of the contract.

**6.14.1.1. Rate Table**

| Rate | Amount | Eligibility | Payment Frequency |
|---|---|---|---|
| Pre-CTI | $128.79 | Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting. | Paid once per individual. |
| CTI (Phases 1-3) | $370.91 | Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum. | Paid once per individual, per month, not to exceed nine (9) consecutive months. |

6.14.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Section 6.14.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.14.2.1. CTI worker salaries and benefits;

6.14.2.2. CTI supervisor salaries and benefits; and

6.14.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.14.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Section 6.14.1.1., then:

6.14.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.14.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-7,

Budget – Amendment #2, over the term of the Agreement.

6.14.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.14.1.1., then:

6.14.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.14.1.1., and the actual amounts of expenses incurrred.

6.14.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.14.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.14.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.15.1.1 have been met for each individual identified on the invoice.

6.14.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.14.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.14.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-7, Budget – Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

6.14.7.1. Used to directly support the needs of the client when no other funds are available;

6.14.7.2. Used for one-time expenses tangible in nature;

6.14.7.3. Not disbursed as gift cards or gift certificates;

6.14.7.4. Directly allocable to the work performed under this Agreement;

6.14.7.5. Appropriate in amount and nature, as determined by the Department; and

6.14.7.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

6.14.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.14.8.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.14.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-7, Budget – Amendment #2, and meet criteria as outlined by the Department at the time of application.

6.14.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.14.9.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.14.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.14.9.2.1. Table 2**

| # | Incentive Payment Goal | Total Incentive Payments |
|---|---|---|
| 1 | For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments. | $350 per individual |
| 2 | For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments. | $500 per individual |

6.14.9.2.2. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

6.14.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.14.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

6.14.9.4. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Supporting documentation shall be labeled by line item.

7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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**

**Contractor Name:** *The Community Council of Nashua, NH dba Greater Nashua Mental Health*

**Budget Request for:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $1,001,606 | $1,300,000 | $1,030,301 | $1,300,000 |
| 2. Fringe Benefits | $360,000 | $390,000 | $360,000 | $390,000 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $33,000 | $25,000 | $0 | $25,000 |
| 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 | $2,400 | $2,400 | $2,400 | $2,400 |
| 6. Travel | $1,745 | $74,400 | $1,745 | $74,400 |
| 7. Software | $500 | $500 | $500 | $500 |
| 8. (a) Other - Marketing/Communications | $28,500 | $19,759 | $28,500 | $14,533 |
| 8. (b) Other - Education and Training | $3,560 | #REF! | $3,560 | $19,759 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Building rent & utilities* | $95,332 | $98,800 | $95,332 | $98,800 |
| *Vehichle* | $6,600 | $0 | $6,600 | $0 |
| *Program* | $3,320 | $2,600 | $3,320 | $2,600 |
| *Minor Equip* | $5,200 | $1,660 | $5,200 | $1,660 |
| *Legal Fees* | $0 | $4,932 | $0 | $4,932 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $1,541,763 | $1,934,584 | $1,537,458 | $1,934,584 |
| Total Indirect Costs | $226,314 | $0 | $230,619 | $0 |
| ***Subtotals*** | **$1,768,077** | **$1,934,584** | **$1,768,077** | **$1,934,584** |
| | | | **Total $** | **7,405,323** |

Initial

Contractor Initials: CW

Date: 6/4/2025

Exhibit C-4, Budget - Amendment #2

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| Contractor Name: | *The Community Council of Nashua, NH dba Greater Nashua Mental Health* | |
| Budget Request for: | *Mental Health Services - ACT* | |
| Indirect Cost Rate (if applicable) | 0.00% | |
| **Line Item** | **Program Cost - Funded by DHHS - SFY 26** | **Program Cost - Funded by DHHS - SFY 27** |
| 1. Salary & Wages | $324,727 | $324,727 |
| 2. Fringe Benefits | $90,000 | $90,000 |
| 3. Consultants | $600 | $600 |
| 4. Equipment<br>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 | $5,348 | $5,348 |
| 6. Travel | $20,000 | $20,000 |
| 7. Software | $1,653 | $1,653 |
| 8. (a) Other - Marketing/Communications | $3,600 | $3,600 |
| 8. (b) Other - Education and Training | $4,072 | $4,072 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $450,000 | $450,000 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$450,000** | **$450,000** |
| | **Total $** | **900,000** |

Initial

Contractor Initials: CW

Date: 6/4/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *The Community Council of Nashua, NH dba Greater Nashua Mental Health*

**Budget Request for:** *Mental Health Services - Child and Youth Based Programming and Team Based Approaches*

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Funded by DHHS - SFY 27 |
|---|---|---|
| 1. Salary & Wages | $102,000 | $102,000 |
| 2. Fringe Benefits | $30,000 | $30,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $500 | $500 |
| 6. Travel | $2,400 | $2,400 |
| 7. Software | $500 | $500 |
| 8. (a) Other - Marketing/Communications | $1,200 | $1,200 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Client Support* | $2,400 | $2,400 |
| *Dues & Subscriptions* | $500 | $500 |
| *Minor Equipment* | $500 | $500 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $140,000 | $140,000 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$140,000** | **$140,000** |
| | **Total $** | **280,000** |

Initial

Contractor Initials: CW

Date: 6/4/2025

Exhibit C-6, Budget - Amendment #2

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *The Community Council of Nashua, NH dba Greater Nashua Mental Health*

**Budget Request for:** *Mental Health Services - Deaf Services*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Funded by DHHS - SFY 27 |
|---|---|---|
| 1. Salary & Wages | $160,000 | $160,000 |
| 2. Fringe Benefits | $47,713 | $47,713 |
| 3. Consultants | $49,080 | $49,080 |
| 4. Equipment<br>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 | $2,280 | $2,280 |
| 6. Travel | $18,240 | $18,240 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $4,200 | $4,200 |
| 8. (b) Other - Education and Training | $2,400 | $2,400 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $283,913 | $283,913 |
| Total Indirect Costs | $42,587 | $42,587 |
| ***Subtotals*** | **$326,500** | **$326,500** |
| | **Total** | **$ 653,000** |

Initial

Contractor Initials: CW

Date: 6/4/2025

Exhibit C-7, Budget - Amendment #2

| | |
|---|---|
| **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:** | Critical Time Intervention |
| **Budget Period:** | SFY2026 - SFY2027 |
| **Indirect Cost Rate (if applicable)** | 0.00% |

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $8,000 | $8,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $362,311 | $362,311 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $370,311 | $370,311 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$370,311** | **$370,311** |
| | **TOTAL** | **$740,622** |

Initial

Contractor Initials: CW

Date: 6/4/2025

Docusign Envelope ID: ABF5D102-BFFD-4107-A691-44655117C172

# 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: ABF5D102-BFFD-4107-A691-44655117C172

# 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: ABF5D102-BFFD-4107-A691-44655117C172

# 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

Diane Vienneau

Signature of Elected Officer
Name: Diane Vienneau
Title: GNMH Board Chair

Amendment #2 Mental Health Services (SS-2024-DBH-01-MENTA-06) for the periods of FY26 and FY27 for a total of $6,375,316 (with $3,185,158 for FY26, $3,190,158 for FY27).

Docusign Envelope ID: ABF5D102-BFFD-4107-A691-44655117C172

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<br>Eaton & Berube Insurance Agency, LLC<br>11 Concord Street<br>Nashua NH 03064 | CONTACT NAME: Cathy Beauregard<br>PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No):<br>E-MAIL ADDRESS: cbeauregard@eatonberube.com |
| | INSURER(S) AFFORDING COVERAGE — NAIC # |
| | INSURER A : Scottsdale Insurance Co |
| INSURED COMCO3<br>The Community Council of Nashua NH, Inc<br>dba Greater Nashua Mental Health<br>100 West Pearl Street<br>Nashua NH 03060 | INSURER B : Concord General Mutual — 20672<br>INSURER C : Granite State Health Care & Human Services Self In<br>INSURER D : The Lawson Group<br>INSURER E :<br>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 | | | OPS1586723 | 11/12/2024 | 11/12/2025 | EACH OCCURRENCE | $ 2,000,000 |
| | CLAIMS-MADE X OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 300,000 |
| | | | | | | | MED EXP (Any one person) | $ 5,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 2,000,000 |
| | X POLICY PRO-JECT LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 2,000,000 |
| | OTHER: | | | | | | | $ |
| B | AUTOMOBILE LIABILITY | | | 20038992 | 11/12/2024 | 11/12/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | OWNED AUTOS ONLY X SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | HIRED AUTOS ONLY NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| A | X UMBRELLA LIAB X OCCUR | | | XLS1224786 | 11/12/2024 | 11/12/2025 | EACH OCCURRENCE | $ 5,000,000 |
| | EXCESS LIAB CLAIMS-MADE | | | | | | AGGREGATE | $ 5,000,000 |
| | DED X RETENTION $ 10,000 | | | | | | | $ |
| C D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | P02534HCHS2025<br>M1395801 | 1/1/2025<br>1/1/2025 | 1/1/2026<br>1/1/2026 | X PER STATUTE OTH-ER | |
| | ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N | | N/A | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| A | Professional Liability<br>Claims Made<br>Retro Date: 11/12/1986 | | | OPS1586723 | 11/12/2024 | 11/12/2025 | Each Claim<br>Aggregate | $5,000,000<br>$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

Marc R 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

BerryDunn

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2024

(With Comparative Totals for June 30, 2023)

With Independent Auditor's Report

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.

**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.

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

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.

## 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.

## 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 | - | - | - | - | - | - | - | - | 9,586 | - | 9,586 | 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 | $ 4,871,066 | $ 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 | 34,068 | 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 | 6,607 | 671,179 | 469,423 |
| Supplies and equipment | 13,020 | 11,966 | 485 | 1,819 | 7,979 | 6,191 | 50,364 | 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 | 16,184 | 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 | 175 | 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.

**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.

## 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.

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.

## 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.

## 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 |

## 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.

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.

## 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 |

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.

## 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.

## 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.

## 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.

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 2005-2010
Deaf and Hard of Hearing Program

*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

[redacted]

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

# CURRICULUM VITAE

## Marilou B. Patalinjug Tyner, M.D., FAPA

### Employment

| | |
|---|---|
| 2003 – 2010 | Outpatient Psychiatry, HBHS dba Process Strategies<br>376 Kenmore Drive, Danville, WV 25053 |
| 2003 – 2008 | Outpatient Psychiatry, HBHS dba Process Strategies<br>163 Main Street, Clay, WV 25043 |
| 2008 – 2009 | Tele-psychiatry for Prestera Center, Clay County based at<br>Prestera Center, 511 Morris Street, Charleston, WV 25301 |
| 2007 – 2009 | Tele-psychiatry for PsyCare, Inc. for the<br>Potomac Highland Regional Jail and Central Regional Jail, WV |
| 2010 – 2011 | Tele-psychiatry for Prestera Center, Boone County<br>based at Process Strategies office |
| 2010 – 2013 | Medical Director, Assessment Unit (TPC Program), Highland Hospital<br>300 56th Street, Charleston, WV 25304 |
| 2007 – 2013 | Psychiatry Consult for Cabin Creek Health Centers in Dawes, WV,<br>Clendenin, WV and Sissonville, WV; Tele-psychiatry for all three sites<br>since March 2010, based at Process Strategies office |
| 2008 – 2013 | Outpatient Psychiatry, Process Strategies<br>1418A MacCorkle Avenue, Charleston, WV 25303 |
| 2013 – Current | Chief Medical Officer, Highland-Clarksburg Hospital<br>3 Hospital Plaza, Clarksburg, WV 26301 |
| 2013 – Current | Forensic Psychiatry Unit, Highland-Clarksburg Hospital<br>3 Hospital Plaza, Clarksburg, WV 26301 |

### Certification / Licensure

| | |
|---|---|
| 1987 - 1995 | Physician Licensure, Philippines |
| 2002 - 2003 | Physician Licensure, State of Connecticut |
| 2002 - 2004 | Physician Limited Permit, New York |
| 2003 - Current | Physician Licensure, West Virginia |
| 2003 - Current | Diplomate in Psychiatry,<br>American Board of Psychiatry and Neurology, Inc. |
| 2005 - Current | Certification in Forensic Psychiatry<br>American Board of Psychiatry and Neurology, Inc. |
| 2013 - 2023 | Maintenance of Certification in Psychiatry,<br>American Board of Psychiatry and Neurology, Inc. |
| 2015 – 2025 | Maintenance of Certification in Forensic Psychiatry<br>American Board of Psychiatry and Neurology, Inc. |

## Education

| | |
|---|---|
| 1983 B.S. | Psychology, University of the Philippines College of Arts and Sciences<br>Quezon City, Philippines |
| 1987 M.D. | University of the Philippines College of Medicine<br>Manila, Philippines |

## Postdoctoral Training

| | |
|---|---|
| 1987 - 1988 | Postgraduate Internship, Philippine General Hospital<br>Manila, Philippines |
| 1989 - 1991 | Residency Training, Psychiatry<br>Philippine General Hospital, Manila, Philippines |
| 1991 - 1992 | Chief Resident, Psychiatry<br>Philippine General Hospital, Manila, Philippines |
| 1998 - 2002 | Residency Training, Psychiatry<br>NYU School of Medicine, New York, NY 10016 |
| 2001 - 2002 | Chief Resident, Psychiatry<br>Outpatient Division Chief Resident (July-December 2001)<br>Administrative Chief Resident (January-June 2002)<br>NYU School of Medicine, New York, NY 10016 |
| 2002 - 2003 | Fellowship Training, Forensic Psychiatry<br>NYU School of Medicine, New York, NY 10016 |

## Other Professional Positions

| | |
|---|---|
| 1993 | Research Associate, Intercare Research Foundation, Inc.<br>Metro Manila, Philippines |
| 1993 - 1994 | Research Assistant, Research Foundation for Mental Hygiene<br>Research based at Kirby Forensic Psychiatric Center<br>Wards' Island, NY 10035 |
| 1994 – 1998 | Research Scientist, Nathan S. Kline Institute<br>Research based at Kirby Forensic Psychiatric Center<br>Wards' Island, NY 10035 |

## Awards and Honors

| | |
|---|---|
| 1983 | Cum Laude, BS Psychology, University of the Philippines |
| 1983 | Phi Kappa Phi Honor Society, University of the Philippines, |
| 1983 | Pi Gamma Mu Honor Society, University of the Philippines |
| 1992 | Ciba-Geigy Fellowship Grant in Administrative Psychiatry |
| 2002 | Aventis Women Leaders Fellowship,<br>American Psychiatric Association Annual Meeting, Philadelphia |

## Membership in Professional Societies

| | |
|---|---|
| 2000 - 2010 | Member, American Psychiatric Association |
| 2010 – Current | Fellow, American Psychiatric Association |
| 2002 - Current | Member, American Academy of Psychiatry and the Law |
| 2002 - Current | Member, NYU-Bellevue Psychiatric Society |
| 2008 - Current | Member, American Medical Association |
| 2008 – Current | Member, West Virginia State Medical Association |

## Teaching Experience

| | |
|---|---|
| 1990 - 1992 | Training of Trainers in Critical Incident Stress Debriefing<br>National Program for Mental Health, Philippines |
| 1992 - 1993 | Lectures in Psychiatry for Physical Therapy Students,<br>University of the Philippines College of Manila, Philippines |
| 1994 - 1998 | Instructor, Management of Crisis Situations for Forensics<br>Kirby Forensic Psychiatric Center, Wards Island, New York |
| 2001 - 2003 | Clinical Instructor, New York University School of Medicine |
| 2004 – current | Clinical Assistant Professor, West Virginia University, CAMC<br>Department of Behavioral Medicine and Psychiatry, Charleston, WV |
| 2015 – current | Clinical Assistant Professor, West Virginia University School of Medicine,<br>Morgantown, WV |

## Research

1. Patalinjug, M.B. and Harmon R.B. (2003) Characteristics of Defendants Charged with Stalking: Preliminary Look at Referrals to the Forensics Psychiatry Clinic Three Years After the Passage of NY State Stalking Laws, Presented at the 56th Annual Meeting of the American Association of Forensic Sciences, February 20, 2004, Dallas, TX.
2. Convit, A., Wolf, O.T., de Leon, M.J., Patalinjug, M.B., Kandil, E., Caraos, C., Scherer, A., Saint Louis, L., Cancro, R. (2001). Volumetric Analysis of the Prefrontal regions: Findings in aging and schizophrenia. *Psychiatry Research: Neuroimaging Section*, 107: 61-73.
3. Hoptman, M.J., Yates, K.F., Patalinjug, M.B., Wack, R.C., and Convit, A. (1999). Clinical Prediction of Assaultive Behavior Among Male Psychiatric Patients at a Maximum-Security Forensic Facility. *Psychiatric Services*, 50: 1461-1466.
4. Patalinjug, M.B., Convit, A., Hoptman, M.J., Yates, K.F., Dunn, D., Otis, D. (1997) Staff Assaulters vs. Patient Assaulters in a Forensic Psychiatric Facility: Is there a Difference? Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
5. Convit, A., McHugh, P., de Leon, M., Hoptman, M., Patalinjug, M. (1997) MRI Volume of the Amygdala: A New Reliable Method. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
6. Hoptman, M., Convit, A., Yates, K.F., Patalinjug, M.B. (1997) Violence and Slowing of the Anterior EEG: Relationships to Impulsivity. Poster Presentation: Tenth Annual NY State Office of Mental Health Research Conference, Albany, NY.
7. Bengzon, A.R.A., Jimenez A.L., Bengzon M.A., Esquejo D.P., Torres M.R., Sison-Aguilar M.A., Salazar M.C., Patalinjug M.B. (1994). Programs, Process, Politics, People: The Story of the Department of Health Under the Aquino Administration, 1986-1992. Submitted to the World Health Organization, Geneva, Switzerland.
8. Jimenez A.L., Torres M.R., Marte B.G., Patalinjug M.B., Guillergan M.L. (1992) The Establishment of a Mental Health Information System at the Philippine General Hospital Department of Psychiatry, Patient Services Section: A Preliminary Study. Paper read at the 18th Annual Convention of the Philippine Psychiatric Association, Manila, Philippines.

## REFERENCES

1. [redacted]
2. [redacted]
3. [redacted]

PATRICK M. ULMEN

October 10, 1997

**Objective:**

Industrious and dependable Masters graduate, with educational and experiential focus principally in research, psychology, case management and business administration, seeking management related growth opportunities with marketing research focus. In both educational and work experience, has demonstrated skills to work well with others, apply knowledge, make innovative contributions, manage complex problems and situations, and perform at a level exceeding expectations and demands.

**Work Experience:**

8/1992 - current

CLM Behavioral Health Systems, Windham Inn
P.O. Box 1027, Windham, N.H. 03087 [redacted]

Psychiatric Case Manager. Duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support. Skills growth and accomplishments resulted in assignment of and success with exceptionally complex cases. Proposed, initiated, and continued development of alternative treatment planning and tracking mechanism ongoing since instated December 1995.
Information Analyst. Employing computer and research skills to identify, collect, analyze and review information relevant to planning, delivery, and monitoring of consumer support services and associated client outcomes to management staff and Regional Planning Committee.
Management Information Systems Assistant. Assisting in design, development, integration, refinement, maintenance, and expansion of automated community support services networking system.

1/1992 - 1/1995

Hesser College
3 Sundial Ave, Manchester, N.H. 03103 [redacted]

Instructor. Courses taught: Introduction to Psychology, Individual and Group Counseling Techniques, and Contemporary Social Problems. Based on established teaching skills and reputation, actively sought by students seeking challenge and scholarship.

7/1991 - 8/1992 & 6/1986 - 6/1989

Chick Beaulieu Inc.
5 & 1/2 Gaffney St, Nashua N.H. 03060 [redacted]

Office Manager, On-site Supervisor and Construction Worker. Duties included maintaining company journals, managing all business financial transactions, customer and employee relations, job costing, and reorganization of information flow, operations and records, delivery and coordination of service on site.

3/1991 - 6/1991

ECPI of Tidewater VA Inc.
5555 Greenwich, Suite 100, Virginia Beach, VA. 23462-6513 [redacted]

Instructor. Taught Applied Psychology.

**Recent Presentations:**

8/8/1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services. Institute on Mental Health Management Information. Albany, NY.

6/16/1997 Practical Application of MHSIP Outcome Measures within Community Support Services. New Hampshire Community Mental Health Services Conference. Manchester, NH.

**Education:**

6/1989 - 7/1991 Old Dominion University, Norfolk, VA. Master of Science, Psychology.

1982 - 1987 Keene State College, Keene, NH. B.S. Business Management, B.A. Psychology.

# PATRICK M. ULMEN

**MANAGEMENT INFORMATION SYSTEMS PROJECT MANAGER**
**INFORMATION ANALYST**
**PSYCHIATRIC CASE MANAGER**

**CAREER SUMMARY**

Educational and experiential focus in development and integration of information systems, research, psychology, case management, education and business administration. Established reputation for working well with others, applying knowledge, making innovative contributions, managing complex problems and situations while performing at a level exceeding expectations and demands.

**PRESENT POSITION**

Development and management of web based information system between two regional community mental health centers. Management of local network, hardware and software system at a state funded regional Mental Health Center. Monitoring staff needs, recommending, and when indicated implementing appropriate changes. Educating staff towards more efficient and effective use of existing systems. Development and/or implementation of reporting tools. Analysis of existing data to generate information which meets the needs of staff, the agency, community and state representatives. Presentations at State and Northeastern conferences on developing and employing an information management system to improve psychiatric care. Collaborative work with a software development firm specializing in employing leading edge technology to develop state of the art, web based, information management systems.
Case management duties include advocacy, development of rehabilitation goals, coordination of treatment, identification and acquisition of resources, counseling and ongoing support for approximately 25 consumers of mental health services.

**RECENT PRESENTATIONS**

March, 1998 An Integrated Clinical Information Management System, Annual Conference for The Association of Community Living. Albany, NY.
August, 1997 Development and Implementation of an Integrated Clinical Information Management System Within Community Support Services, Institute on Mental Health Management Information. Albany, NY.
June, 1997 Practical Application of MHSIP Outcome Measures Within Community Support Services, New Hampshire Community Mental Health Service Conference. Manchester, NH.

**EARLIER EXPERIENCE**

College instructor of psychology, counseling and social science for 5 years. Based on established teaching skills and reputation actively sought by students seeking challenge and scholarship.
Office manager at a home improvement company. Duties included maintaining company journals, job costing, managing business financial transactions, customer and employee relations, and reorganizing information flow, office operations and records.

**EDUCATION**

Old Dominion University, Norfolk, VA. Master of Science, Psychology.
Keene State College, Keene, NH. BS Business Management, BA Psychology

# CAROL VALLEE, MBA

## EXPERIENCE

Director of Human Resources, MHCGM 08/16 – Current

Manchester, NH

As the Director of HR was responsible for a number of job duties including; organizational development, recruitment and staffing, employment law, performance management, HR analytics, employee relations, compensation, strategic planning, talent management and succession planning. In addition, provided management, leadership and direction to the HR departments and accounting department, as well as outside consultants, such as recruitment specialists.

## ACCOMPLISHMENTS

- Supports 500 employees.
- Developed and created a recruiting video, pushing the company's brand on "The Why". You can see this at https://www.youtube.com/watch?v=PGTr8_mB7a4
- To ensure a positive and accepting culture, founded new initiatives such as Transgender Workforce Planning Committee and LGBTQIA+ Inclusion Programs.
- Worked with the Board of Directors on all Human Resources related items.
- Successfully spearheaded new web based payroll and HRIS system, reducing payroll efforts from 50 hours a week, down to 15 hours a week.
- Improved retention by 30% by developing and implementing a compensation system with established salary ranges and developed our "Employee Brand".
- Implemented effective workforce planning strategies which boosted our hiring rates, by 35%.
- Conducted company skills gap analysis and individualized development plans for all positions. This resulted in the company's largest compensation adjustment of $1.4 Million dollars. Which increase our retention by an additional 20%.
- Chair of the Risk Management committee and partnered with our safety manager to make sure all OSHA regulations were being followed.
- Coached business leaders on leadership behaviors and practices, employee communication and relation issues, employment separation, complaint investigating, development and performance management strategies to promote engagement and a culture of continuous growth and development.

**Director of Human Resources, Alternative Benefits Concepts** 05/08 – 01/2016

Manchester, NH

Recruited to help open a new company branch in Manchester, guiding the startup and management of a full spectrum of HR operations, systems and programs. Worked with senior leadership to create HR policies and procedures; recruitment; databases; and develop orientation and training programs. Managed leave- of-absence programs, personnel records,

HR budget, and provided guidance to the HR Department and other business leaders in the company.

**ACCOMPLISHEMENTS**

- Supported 300 employees.
- Helped launch new site, bringing in an additional 15 million in revenue.
- Implemented effective workforce planning strategies and recruitment strategies which included building our brand. This was yielded in a 12% increase in staff gains.
- Developed a succession plan for Senior Leadership by creating a 5 year contract with our CEO. Developed concrete metrics and goals our CEO had to hit and based compensation off of those metrics and goals.
- Spearheaded and facilitated using a new web based management performance system. This resulted in 60% increase in management usage.
- Created and negotiated salary offers and dozens of sign-on bonuses/relocation packages annually at both the exempt and non-exempt level.
- Worked with the Board of Directors
- Chair of Risk Management committee: Worked with our safety manager to ensure accurate reporting to OSHA.

**HR Manager, NHOH** 01/06 – 05/2008

Manchester, NH

Promoted to fulfill a broad range of HR functions, including recruiting, training, administering benefits, overseeing disciplinary action and managing HR record. Resolved conflicts between employees and insurance carriers, coordinated health fairs to promote employee wellness and performed exit interviews.

**ACCOMPLISHMENTS**

- A Broad range of HR Generalist functions.
- Created and incentive with morale-boosting programs that increased employee satisfaction and productivity.
- Reworked new-hire orientation program to include HR information and company resources.
- Orchestrated daily HR functions supporting 150 employees.

**EDUCATION**

Southern New Hampshire University – Hooksett, NH – MBA
Southern New Hampshire University – Hooksett, NH – HRCI
Southern New Hampshire University – Hooksett, NH – BA/HR

# James L Gamache, MSW, LCSW, LICSW, LADC, MLADC, ICAADC

**OBJECTIVE:**
To obtain a clinical leadership position in the Human Services field that offers the opportunity to actively apply the technical and clinical leadership skills developed during my 27-year career. To bring my in-depth knowledge of clinical systems, team building, supervision, policy development, quality improvement, and Evidenced Based Practice (EBP) models to a highly motivated Leadership team and contribute to their stability, growth, and success.

**PROFESSIONAL EXPERIENCE:**

**Commission on Accreditation of Rehabilitation Facilities "CARF" (6/2014-current)**

**Administrative and Program Surveyor**

- Survey programs across the country to review conformance to National Standards of Care
- Facilitate program reviews and interviews with the key members of Leadership, Board of Directors, clinical staff and clients/families served
- Provide professional consultation to organizations seeking CARF accreditation

**Granite Recovery Centers (10/2020-current)**

**Senior Vice President of Clinical Services and Quality Assurance**

- Developed and implemented organizational wide clinical Evidenced Based group curriculum
- Developed and implemented a quality assurance team focusing on qualitative aspects of all documentation
- Oversee all clinical operations in five locations across NH and ME
- Ensure all clinical departments exceed compliance requirements of licensing and accreditation bodies.
- Engaged in strategic planning

**Londonderry NH Police Department "LPD" (8/2013-10/2020)**

**LPD Critical Incident Management Team "CIMT" Clinician**

- Provided individual and group debriefings and defusing's outlined by the International Critical Incident Stress Foundation curriculum
- Provided on-going consultation and Bi-annual training to the entire CIMT team
- Provided ongoing clinical assessment, and referral services for Police Officers and their families
- Provided ongoing mental health, substance abuse and overall wellness awareness trainings to the entire Londonderry Police Department
- Worked with the State of NH Attorney General's Office to develop statewide standards and procedures on Critical Incident Stress Management for all Law Enforcement entities

**GateHouse Treatment, Nashua NH (12/2019-10/2020)**

**Clinical Director**

- Overseeing and developing the PHP & IOP clinical departments.
- Developed, planed and implemented strategies for program continuation and growth.
- Developed and implemented Evidenced Based clinical curriculum.
- Ensure the clinical departments stay within compliance of licensing and accreditation bodies.
- Audited charts periodically to ensure proper documentation.
- Schedule clinical staff.

- Manage clinical expenses as needed.
- Developed and implemented new processes to effectively care for Co-Occurring disorder clients.
- Communicate openly with staff to ensure client wellness and safety.
- Provide supervision and ongoing training to all clinical staff, interns and behavioral health technicians

**WestBridge Inc. Manchester NH (9/2004-10/2019)**

**Chief of Quality Improvement/Clinical Supervisor (8/2016-10/2019)**

- Responsibilities included multiple systems knowledge and improving overall quality of care
- Selection and implementation of a new Electronic Medical Record
- Streamlined intake and admissions process, and developed a census tracking system
- Partnering with Leadership in the organization to support and guide systems improvement in Financial, IT, Human Resources, Clinical, and Residential Programs
- Spearheaded CARF accreditation process resulting a 3 year accreditation in 2018 (Highest Award)
- Worked with all WestBridge teams to re-enforce team work and interdepartmental relations/communications
- Involved in marketing events including presenting at national conferences, and improving brand recognition
- Provide individual and group supervision to full-time clinical and license eligible staff
- Supervised 2nd year graduate student interns
- Covered Administrative and or Clinical on-call rotations for both ACT and Residential programs
- Coauthored and published White Paper Outcome study "Outcomes of a Residential and Community-Based Co-occurring Disorders Treatment Program 4/19/2020"
- Spearheaded and secured treatment contracts with the Veterans Administration "VA" in NH
- Actively participated in monthly chart audits using the data to implement training, developed and tracked outcome data system and reported out monthly to our leadership team

**Chief Operating Officer (1/2015-8/2016)**

- Responsible for the overall operations of three WestBridge locations NH, MA and FL.
- Spearheaded the process of becoming in network with Insurance companies
- Created and implemented tools necessary to measure quality of services provided to clients and activity track / monitor outcome data
- Worked with all programs to create an environment of cohesion and team work
- Involved in marketing events including presenting at national conferences to improve brand recognition
- Traveled to all locations meeting with program directors and improve client services and overall operations
- Prepared and presented Board of Directors reports
- Spearheaded the CARF accreditation process resulting in a 3 year accreditation in 2015 (Highest Award),
- Reviewed and approved all program budgets
- Worked with outside contractor to develop and implement a trauma informed environment of care for clients and staff
- Developed and monitored all Key Performance Indicators
- Involved in developing strategic plan and formulating realistic organizational goals
- Established and facilitated an emerging leaders group to build and develop future leaders
- Covered Administrative on-call for all locations

**Director of Quality Improvement / Director of Residential Program (2/2012-1/2015)**

- Responsibilities included multiple systems knowledge and improving overall quality of care through; chart audits, P&P development, systems development and monitoring, fidelity reviews, and streamlining access to care.
- Created and chaired the Quality Improvement Committee
- Developed and implemented the WestBridge outcomes measurement tool
- Created Quality Improvement Plans to address the policy needs of WestBridge in conformance with CARF
- Managed all aspects of residential staff scheduling and client census
- Provide individual and group supervision, prepared and developed employer / employee time lines, goals and objectives, and all aspects of interviewing, hiring and separation
- Facilitated all team building activities including using material from "5 Dysfunctions of a Team"
- Developed program budgets, and established and maintained FTE to client ratios

- Provided trainings specific for Evidenced Based Practice models of care and maintained high fidelity to those models
- Covered Administrative and Clinical on-call rotations

**Clinical Therapist / Clinical Team Leader (9/2004-2/2012)**

- Provided individual and group psychotherapy to clients in outpatient/residential mental health and substance abuse programs
- Provided crisis intervention and long-term clinical therapy to individuals dealing with Co-Occurring severe mental illness and substance use challenges
- Provided Behavioral Family Therapy to families of clients involved in treatment
- Competed comprehensive biopsychosocial, and substance abuse assessments on new clients entering into treatment
- Coordinated and supervised 32 part-time mentors in three locations
- Provide individual and group supervision to full-time clinical and license eligible staff

**Dartmouth Psychiatric Research Center 2005-2007**

**Research Clinician (2005-2007)**

- Provided 1:1 Cognitive Behavioral Therapy for PTSD to all clients in an addiction's treatment setting that met the diagnostic criteria for PTSD
- Engaged in clinical supervision and reviewed taped sessions to assure fidelity to the model
- Research was funded by NIDA resulting in the development of a treatment manual, published by Hazelton

**Mental Health Center of Greater Manchester, Manchester NH 9/2001-9/2004**

**(Internship & Professional) Clinical Therapist / Case Manager (2001-2004)**

- Provided individual and group psychotherapy to clients in outpatient mental health and substance abuse GCTT program
- Provided crisis intervention, case management and long-term clinical therapy to individuals dealing with Co-Occurring severe mental illness and substance use challenges

**EDUCATION:**

| | |
|---|---|
| **2002** | **Boston University, School of Social Work, MSW** |
| | **Major: Clinical Practice** |
| | **Minor: Macro Practice** |
| **2000** | **Springfield College, School of Human Services, BS** |
| | **Major: Human Services** |

**BOARD OF DIRECTORS:**

| | |
|---|---|
| **2016-Current** | **The National Association for Addiction Professionals Executive Board Member** |
| **2008-2012** | **New Hampshire Alcohol & Drug Abuse Counselors Association "NHADACA"** |

**PROFESSIONAL LISCENSURES:**

**New Hampshire: Licensed Independent Clinical Social Worker, License # 2203**
**New Hampshire: Masters Licensed Alcohol & Drug Counselor, License # 0647**
**Maine: Licensed Clinical Social Worker, License # LC8130**
**Maine: Licensed Alcohol & Drug Counselor, License # LC21271**
**Internationally Certified Advanced Alcohol & Drug Counselor**

**PROFESSIONAL AFFILIATIONS:**

**The National Association for Addictions Professionals "NAADAC"**
**National Association of Social Workers "NASW"**

## 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 |
| Marilou Patalinjug Tyner, MD | Chief Medical Officier | $51,480.25 | $294,172.84 |
| Patrick Ulmen | Chief Information Officier | $0.00 | $89,305.84 |
| Carol Vallee | VP of Human Resources | $0.00 | $126,069.58 |
| Jim Gamache | VP of Quality and Corporate Compliance | $0.00 | $141,848.20 |

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov


February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

The individual contracts were approved by Governor and Council as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23 (Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23 (Item #31)<br>A1: 6/12/24 (Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23 (Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23 (Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Department will continue to monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications, and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Community Council of Nashua, N.H. dba Greater Nashua Mental Health ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms, Section 7.6, to read:

7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $900,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.8. to read:

7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding per SFY is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/21/2025
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

The Community Council of Nashua, N.H.
dba Greater Nashua Mental Health

2/20/2025
Date

Signed by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/21/2025
Date

DocuSigned by:
Robyn Guarino
74873434941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01 '23 AM10:49 RCV

ARC

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Interim Commissioner

Kaija S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.82% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 |
| West Central Services, Inc.<br>DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 |
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 |

| | | | |
|---|---|---|---|
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B002 | Region 9 | $3,052,145 |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management | 174116-R001 | Region 10 | $5,972,669 |
| | | **Total:** | **$43,761,925** |

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System; and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004 )

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| | | | *Subtotal* | $2,349,250 | $0 | $2,349,250 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,255,526 | $0 | $2,255,526 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | *Subtotal* | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,990,708 | $0 | $30,990,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174080-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177854-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | Total Mental Health Data Collection | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

Attachment A
Financial Details

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

Attachment A
Financial Details

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

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Financial Details

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177276-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B003)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

Attachment A
Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 48108482 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 48108482 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>The Community Council of Nashua, N.H.<br>DBA Greater Nashua Mental Health | | 1.4 Contractor Address<br>100 West Pearl Street<br>Nashua, NH 03060 | |
| 1.5 Contractor Phone Number<br>(603) 889-6147 | 1.6 Account Number<br>05-95-92-922010-(4117, 4120, 4121, 2340)<br>05-95-92-921010-2053<br>05-95-42-421010-2958 | 1.7 Completion Date<br>6/30/2025 | 1.8. Price Limitation<br>$6,371,194 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Cynthia L Whitaker<br>Date: 5/26/2023 | | 1.12 Name and Title of Contractor Signatory<br>Cynthia L Whitaker President and CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>Date: 5/30/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino On: 5/30/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



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**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



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**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Contractor Initials DS

Date 5/26/2023

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

New Hampshire Department of Health and Human Services
Mental Health Services

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 6.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA.

The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Children's Intensive Community Based Services**

4.1. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community based services are most appropriate.

4.2. The Contractor shall provide children's intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis;

4.2.2. Are at risk for residential placement;

4.2.3. Present with significant ongoing difficulties at school;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor shall provide children's intensive community based services as needed through a full array of services as defined in New Hampshire

Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor shall provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor shall screen adolescent clients for substance use using one or more tools, as appropriate, that include, but is not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school based clinicians for clients referred for substance use.

4.6. The Contractor shall provide children's intensive community based services to clients and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the clients and their families in the community, in a culturally competent manner.

4.7. The Contractor shall conduct and facilitate weekly children's intensive community based team meetings in order to communicate client and family needs and discuss client progress.

**5. System of Care Grant (SoC) Activities with the New Hampshire Department of Education (NH DOE)**

5.1. The Contractor shall participate in local comprehensive planning processes with the NH DOE, on topics and tools that include, but are not limited to:

5.1.1. Needs assessment.

5.1.2. Environmental scan.

5.1.3. Gaps analysis.

5.1.4. Financial mapping.

5.1.5. Sustainability planning.

5.1.6. Cultural linguistic competence plan.

5.1.7. Strategic communications plan.

5.1.8. SoC grant project work plan.

5.2. The Contractor shall participate in ongoing development of a Multi-Tiered System of Support for Behavioral Health and Wellness (MTS-B) within participating school districts.

5.3. The Contractor shall utilize evidence based practices (EBPs) that respond to identified needs within the community including, but not limited to:

5.3.1. MATCH-ADTC.

5.3.2. All EBPs chosen for grant project work that support participating school districts' MTS-B.

5.4. The Contractor shall maintain and strengthen collaborative, working relationships with participating school districts within the region which includes, but is not limited to:

5.4.1. Developing and utilizing a facilitated referral process.

5.4.2. Co-hosting joint professional development opportunities.

5.4.3. Identifying and responding to barriers to access for local families and youth.

5.5. The Contractor shall maintain an appropriate full time equivalent (FTE) staff who is a full-time, year-round School and Community Liaison. The Contractor shall:

5.5.1. Ensure the FTE staff is engaging on a consistent basis with each of the participating schools in the region in person or by remote access to support program implementation;

5.5.2. Hire additional staff positions to support effective implementation of a System of Care.

5.6. The Contractor shall provide appropriate supervisory, administrative and fiscal support to all project staff dedicated to SoC Grant Activities.

5.7. The Contractor shall designate staff to participate in locally convened District Community Leadership Team (DCLT) and all SoC Grant Activities-focused meetings, as deemed necessary by either NH DOE or the Department.

5.8. The Contractor shall actively participate in the SoC Grant Activities evaluation processes with the NH DOE, including collecting and disseminating qualitative and quantitative data, as requested by the Department.

5.9. The Contractor shall conduct National Outcomes Measures (NOMs) surveys on all applicable tier 3 supports and services to students and their families at the SoC grant project intervals, including baseline, 6 months and upon discharge.

5.10. The Contractor shall abide by all federal and state compliance measures and ensure SoC grant funds are expended on allowable activities and expenses, including, but not limited to a Marijuana (MJ) Attestation letter.

5.11. The Contractor shall maintain accurate records of all in-kind services from non-federal funds provided in support of SoC Grant Activities, in accordance with NH DOE guidance.

**6. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

6.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

6.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

6.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**7. Division for Children, Youth and Families (DCYF)**

7.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

7.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

**8. Crisis Services**

8.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

8.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

8.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

8.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

8.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

8.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

8.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

8.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

8.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

8.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

8.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

8.7.2. One (1) peer.

8.7.3. Telehealth access, and on-call psychiatry, as needed.

8.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

8.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

8.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

8.10.1. The location of the crisis.

8.10.2. The safety plan either developed over the phone or on record from prior contact(s).

8.10.3. Any accommodations needed.

8.10.4. Treatment history of the individual, if known.

8.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

8.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

8.11.2. Does not fulfill emergency medication refills.

8.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

8.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

8.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

8.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

8.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7)

days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

8.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

8.16.1. Face-to-face assessments.

8.16.2. Disposition and decision making.

8.16.3. Initial care and safety planning.

8.16.4. Post crisis and stabilization services.

8.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

8.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

8.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

8.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

8.19.1.1. In or at the individual's home.

8.19.1.2. Community settings.

8.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

8.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

8.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

8.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

8.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

8.19.6.1. Obtaining the individual's mental health history including, but not limited to:

8.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

8.19.6.1.2. Substance misuse.

8.19.6.1.3. Social, familial and legal factors;

8.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

8.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

8.19.6.4. Conducting a mental status exam.

8.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

8.19.7.1. Staying in place with:

8.19.7.1.1. Stabilization services.

8.19.7.1.2. A safety plan.

8.19.7.1.3. Outpatient providers;

8.19.7.2. Stepping up to crisis stabilization services or apartments.

8.19.7.3. Admission to peer respite or step-up/step-down program.

8.19.7.4. Admission to a crisis apartment.

8.19.7.5. Voluntary hospitalization.

8.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

8.19.7.7. Medical hospitalization.

8.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

8.20.1. Promoting recovery.

8.20.2. Building upon life, social and other skills.

8.20.3. Offering support.

8.20.4. Reviewing crisis and safety plans.

8.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

8.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

8.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

8.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

8.21.3. Provided in the individual and family home, if requested by the individual;

8.21.4. Implemented using methods that include, but are not limited to:

8.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

8.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

8.21.4.2.1. Cognitive Behavior Therapy (CBT).

8.21.4.2.2. Dialectical Behavior Therapy (DBT).

8.21.4.2.3. Solution-focused therapy.

8.21.4.2.4. Developing concrete discharge plans.

8.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

8.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

8.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community to

institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

8.22.1. Ensure outreach and educational activities may include, but are not limited to:

8.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

8.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

8.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

8.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

8.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

8.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

8.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

8.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

8.22.2.4. Coordinating with homeless outreach services.

8.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

8.23.1. Determine availability of the Rapid Response Teams;

8.23.2. Facilitate response of dispatched teams; and

8.23.3. Resolve the immediate crisis episode.

8.24. The Contractor shall maintain connection to the designated resource tracking system.

8.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

8.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

8.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

8.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

8.26.2.1. Number of unique individuals who received services.

8.26.2.2. Date and time of mobile arrival; and

8.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

8.26.3.1. Diversions from hospitalizations.

8.26.3.2. Diversions from Emergency Rooms.

8.26.3.3. Services provided.

8.26.3.4. Location where services were provided.

8.26.3.5. Length of time service or services provided.

8.26.3.6. Whether law enforcement was involved for safety reasons.

8.26.3.7. Whether law enforcement was involved for other reasons.

8.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

8.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

8.26.3.10. Outcome of service provided, which may include but is not limited to:

8.26.3.10.1. Remained in home.

8.26.3.10.2. Hospitalization.

8.26.3.10.3. Crisis stabilization services.

8.26.3.10.4. Crisis apartment.

8.26.3.10.5. Emergency department.

8.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention; as identified through Phoenix encounter data.

8.28. The Contractor shall provide four (4) Community Crisis Beds in an apartment setting, which serve as an alternative to hospitalization and/or institutionalization. The Contractor shall ensure:

8.28.1. Admissions to an apartment for Community Crises Beds are for providing brief psychiatric intervention in a community based environment structured to maximize stabilization and crisis reduction while minimizing the need for inpatient hospitalization;

8.28.2. Community Crisis Beds in an apartment:

8.28.2.1. Include no more than two (2) bedrooms per crisis apartment;

8.28.2.2. Are operated with sufficient clinical support and oversight, and peer staffing, as is reasonably necessary to prevent unnecessary institutionalization;

8.28.2.3. Have peer staff and clinical staff available to be onsite, 24 hours per day, seven days per week, whenever necessary, to meet individualized needs;

8.28.2.4. Are available to individuals 18 years and older on a voluntary basis and allow individuals to come and go from the apartment as needed to maintain involvement in and connection to school, work, and other recovery-oriented commitments and/or activities as appropriate to the individual's crisis treatment plan;

8.28.2.5. Are certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

8.28.2.5.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

8.28.2.5.2. Specific sleeping area designated for each individual;

8.28.2.5.3. Common areas shall not be used as bedrooms;

8.28.2.5.4. Storage space for each individual's clothing and personal possessions;

8.28.2.5.5. Accommodations for the nutritional needs of the individual; and

8.28.2.5.6. At least one (1) telephone for incoming and outgoing calls.

8.28.3. Crisis intervention, stabilization services, and discharge planning services are provided by the members of the rapid response team as clinically appropriate;

8.28.4. Ongoing safety assessments are conducted no less than daily;

8.28.5. Assistance with determining individual coping strengths in order to develop a crisis treatment recovery plan for the duration of the stay and a post-stabilization plan;

8.28.6. Coordination and provision of referrals for necessary psychiatric services, social services, substance use services and medical aftercare services;

8.28.7. An individual's stay at a crisis apartment is for no more than seven consecutive (7) days, unless otherwise approved in writing by the Department;

8.28.8. Transportation for individuals is provided from the site of the crisis to the apartment and to their home or other residential setting after stabilization has occurred;

8.28.9. Any staff member providing transportation has:

8.28.9.1. A valid driver's license;

8.28.9.2. A State inspected vehicle; and

8.28.9.3. Proof of vehicle insurance;

8.28.10. Provision of a list of discharge criteria from the crisis apartments and related policies and procedures regarding the apartment beds to the Department within thirty (30) days of the contract effective date for Department approval;

8.28.11. Peer Support Specialists engage individuals through methods including, but not limited to Intentional Peer Support (IPS); and

8.28.12. Reports are submitted to the Department for Crisis Apartments through the Phoenix reporting system that includes, but is not limited to:

8.28.12.1. Admission and Discharge Dates.

8.28.12.2. Discharge disposition (community or higher level of care).

8.28.12.3. Number of referrals refused for admission.

**9. Adult Assertive Community Treatment (ACT) Teams**

9.1. The Contractor shall maintain two (2) Adult ACT Teams both of which meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. The Contractor shall ensure:

9.1.1. Each Adult ACT Team delivers comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

9.1.2. Each Adult ACT Team is composed of at least ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent certified peer specialist;

9.1.3. Each Adult ACT Team includes an individual trained to provide substance misuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

9.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who has no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

9.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

9.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

9.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with

the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

9.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

9.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

9.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

9.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized; are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

9.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

9.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

9.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

9.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

9.4.4. Make a referral for an ACT assessment within (7) days of:

9.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

9.4.4.2. An individual being referred for an ACT assessment;

9.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

9.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline

such services, or are not available to receive such services for reasons that may include, but are not limited to:

9.4.6.1. Extended hospitalization or incarceration.

9.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

9.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

9.4.7.1. To exceed caseload size requirements; or

9.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**10. Evidence-Based Supported Employment**

10.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

10.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

10.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

10.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

10.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

10.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

10.6.1. Job development.

10.6.2. Work incentive counseling.

10.6.3. Rapid job search.

10.6.4. Follow along supports for employed individuals.

10.6.5. Engagement with mental health treatment teams and locals NH Vocational Rehabilitation services.

10.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

10.7.1. Work with the Department to identify solutions to meet the demand for services; and

10.7.2. Implement such solutions within 45 days.

10.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

10.9. The Contractor shall ensure SE staff receive:

10.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

10.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**11. Coordination of Care from Residential or Psychiatric Treatment Facilities**

11.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

11.1.1. Designate a different liaison for individuals being served through their children's services.

11.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

11.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

11.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will

have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

11.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

11.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

11.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

11.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

11.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

11.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**12. Coordinated Care and Integrated Treatment**

12.1. Primary Care

12.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

12.2. Substance Misuse Treatment, Care and/or Referral:

12.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

12.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

12.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

12.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

12.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions

that enhance recovery for individuals and follow the fidelity standards to such a model.

12.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

12.3. Area Agencies

12.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

12.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

12.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

12.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

12.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

12.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM.V;

12.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

12.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

12.4. Peer Supports

12.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

12.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

12.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

12.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

12.5. Transition of Care with MCO's

12.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**13. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)**

13.1. The Contractor shall participate in CCBHC planning activities that include:

13.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

13.1.2. Attending two (2) learning communities on a monthly basis;

13.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

13.1.4. Meeting monthly with planning consultant for technical assistance.

**14. Deaf Services**

14.1. The Contractor shall maintain a Deaf Services Team to provide culturally and linguistically appropriate services to individuals who are deaf or hard of hearing.

14.2. The Contractor shall ensure the Deaf Services Team provides services to individuals who would benefit from receiving treatment in American Sign Language (ASL) or with staff who are specially trained to work with the deaf and/or hard of hearing population.

14.3. The Contractor shall ensure the Deaf Services Team includes, but is not limited to:

14.3.1. One (1) full time coordinator.

14.3.2. One (1) full time therapist.

14.3.3. One (1) full time case manager.

14.3.4. One (1) sign language interpreter to provide and coordinate interpreting services to ensure language accessibility for staff and individuals for all program services and activities in the CMHCs.

14.3.5. Other staff, as needed, to provide essential services to individuals.

14.4. The Contractor shall ensure all staff of the Deaf Services Team demonstrate understanding of deaf and/or hard of hearing culture and/or fluency in American Sign Language (ASL) as evidenced by training, education or lived experience and at a level sufficient to perform the duties of their position.

14.5. The Contractor shall ensure the coordinator of the Deaf Services Team oversees care coordination for any individuals who are deaf or hard-of-hearing who are receiving care through both the Contractor and another CMHC, New Hampshire Hospital (NHH), or the Secure Psychiatric Unit (SPU) or being referred to care with the Contractor by one of these entities.

14.6. The Contractor shall ensure the Deaf Services Team provides education and consultation on culturally and linguistically appropriate behavioral health treatment of individuals who are deaf or hard-of-hearing, as requested by the Department, any CMHCs, NHH or SPU.

14.7. The Contractor shall ensure the Deaf Services Team accepts referrals from Department-supported screening and/or referral entities, including Doorways and the Rapid Response Access Point.

14.8. The Contractor shall ensure the Deaf Services Team provides services to individuals who are deaf or hard of hearing across all regions of the state.

14.9. The Contractor shall ensure the Deaf Services Team provides consultation to the other nine (9) CMHCs for disposition and treatment planning.

14.10. The Contractor shall ensure treatment plans take into consideration the importance of access to culturally and linguistically appropriate services on treatment outcomes and services are person-directed, which may result in:

14.11. Individuals being seen only by the Deaf Services Team through Region 6, while care is shared across the regions; or individuals receiving care through the local CMHC after consultation with the Deaf Services Team.

**15. Prohealth Coordinated and Collaborative Care Program (Through September 30, 2023)**

15.1. The Contractor shall provide population-level health, prevention, outreach, education, health and mental health screening, motivational enhancement, and referral to treatment for individuals including but not limited to youth and cultural and/or linguistic and sexual and/or gender minorities.

15.2. The Contractor shall incorporate person-centered health and mental health screenings with each individual's goals into to the intake, quarterly reassessments, treatment plans, shared plan of care, team meetings, and communications within the CMHC and Federally Qualified Health Center (FQHC).

15.3. The Contractor will continue to implement population health initiatives for individuals with more complex needs to achieve target behavioral and physical outcomes. The Contractor shall:

15.3.1. Utilize routine registries of individuals' behavioral and physical health indicators, referrals, and outcomes; and

15.3.2. Follow-up with individuals to provide motivational enhancement and referrals for case management, integrated services, and evidence-based practice (EBP) integrated treatment as described in this agreement, as needed when the individual's behavioral and physical health target outcomes are not met.

15.4. The Contractor shall re-engage individuals who begin to dis-engage from care, in order to prevent premature discharge, and assist with coordination tracking, follow-up, and integration of physical and behavioral health care for individuals with more complex needs.

15.5. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles as described by the Department that include, but are not limited to:

15.5.1. Care coordinator(s).

15.5.2. Community health worker(s) and peer expert(s).

15.5.3. Information technology support.

15.6. The Contractor shall submit reports and documentation to the Department that include, but are not limited to:

15.6.1. Real-time and quarterly reports of de-identified and aggregate data which is collected in collaboration with and submitted to the Department or a contracted designee of the Department, and the SAMHSA through secure portals.

15.6.2. Written documentation of self-assessment that demonstrates that the partnership is pursuing the requirements of the Interoperability and Portability Act Stage 2 of meaningful use.

15.6.3. Written documentation of self-assessment that reflects plans to mirror certification or national accreditation standards in the delivery of coordinated, collaborative, and integrated care.

**16. Prohealth Integrated Home Health (Through September 30, 2023)**

16.1. The Contractor shall provide a person-centered Integrated Health Home aligned with a health integration model described by SAMHSA to ensure integrated delivery of services to individuals with Serious Mental Illness (SMI), Serious Persistent Mental Illness (SPMI), and/or Serious Emotional Disturbance (SED) by a multidisciplinary team of health and mental health professionals that include, but are not limited to:

16.1.1. Primary care service providers.

16.1.2. Community behavioral health care service providers.

16.1.3. Wellness service providers.

16.2. The Contractor shall provide co-located FQHC-delivered integrated primary care screenings, detection, treatment planning, and treatment of physical health conditions.

16.3. The Contractor shall deliver well-child and well-adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.

16.4. The Contractor shall deliver, or refer individuals to, evidence-based practice (EBP) treatment services and integrated treatment, as needed, based on the outcomes of the physical health and wellness screenings and assessments.

16.5. The Contractor shall deliver integrated evidence-based screenings, treatment planning and treatment to individuals with behavioral health conditions with SMI, SPMI, and/or SED at evidence-based intervals.

16.6. The Contractor shall screen individuals for:

16.6.1. Trauma, depression and substance misuse;

16.6.2. Medication misuse;

16.6.3. Involvement or interest in employment and/or education;

16.6.4. Need for Adult ACT Team services; and

16.6.5. Desire for symptom management.

16.7. The Contractor shall provide EBP mental health services to individuals with SMI, SPMI, and/or SED in a stepped approach that ensures feasibility and high quality program implementation. The Contractor shall ensure services include, but are not limited to:

16.7.1. Illness Management and Recovery.

16.7.2. Trauma Focused Cognitive Behavioral Therapy.

16.7.3. Pharmacological treatment promoting the use of Decision Aid for Psychopharmacology.

16.8. The Contractor shall maintain staff or subcontractors at the FQHC with experience, credentials, and roles, as described by the Department, that include, but are not limited to:

16.8.1. Site project director.

16.8.2. Primary care advanced practice nurse or provider(s).

16.8.3. Primary care medical assistant(s).

16.8.4. Interview and data entry staff.

16.9. The Contractor shall submit documentation and reports to the Department that include, but are not limited to:

16.9.1. Quarterly reports, due by the fifteenth (15) day of the month prior to the close of the quarter, that include brief narratives of progress; training, and plans, policies, procedures, templates, and guidance changed to align with integration and wellness, in a format requested by the Department.

16.9.2. Quarterly reports of aggregated medical history and primary care provider and quarterly documented contact with primary care provider, past year physical exam and wellness visit documentation, in collaboration with and submitted to the Department or a contracted designee of the Department in a format and transmittal approved by the Department.

16.9.3. Quarterly reports of de-identified height, weight, body mass index (BMI), waist circumference, blood pressure, tobacco use and/or breath carbon monoxide, plasma glucose, and lipid documentation from the SAMHSA SPARS portal.

16.9.4. Quarterly quality improvement plans.

16.9.5. Quarterly reports on plans for sustainability that identify the policy and financing changes required to sustain project activities.

**17. Prohealth Wellness Interventions and Health Counseling (Through September 30, 2023)**

17.1. The Contractor shall provide individuals with, or refer individuals to, wellness programs that include multiple options tailored to individuals and that include health coaches to assist individuals with selecting options that best match individual needs and interests.

17.2. The Contractor shall ensure options include, but are not limited to:

17.2.1. One-time brief Motivational Enhancement interventions; Let's Talk About Smoking (LTAS), Vaping Education, Let's Talk About Feeling Good (LTAFG), and health education.

17.2.2. Access to medications associated with wellness interventions, including, but not limited to:

17.2.2.1. Nicotine replacement therapy (NRT).

17.2.2.2. NRT starter packs.

17.2.2.3. Onsite prescribing and pharmacy to maintain NRT supply.

17.2.2.4. Access other smoking cessation medication, which may include but is not limited to, varenicline and/or bupropion.

17.2.3. An individual one-time prevention contact and population level prevention initiatives that include materials for motivational enhancement, resources, and referrals for youth younger than sixteen (16) years of age.

17.2.4. The Breathe Well Live Well (BWLW) program with Care2Quit designed for smokers with SMI, SPMI, or SED, and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and quit attempts. The Contractor shall ensure BWLW includes counseling of an individual in the natural support system of the individual using Care2Quit curriculum, referral for cessation pharmacotherapy, and incentives for participation and quit attempts.

17.2.5. The Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI, SPMI, and/or SED who are overweight or obese and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and acquisition of healthy

habits and weight management. The Contractor shall ensure HCHC includes:

17.2.5.1. A gym membership for twelve (12) months;

17.2.5.2. A wellness specialist and an InSHAPE health mentor;

17.2.5.3. A Weight Watchers membership for one (1) year;

17.2.5.4. The Weight Watchers mobile application for individuals who are 18 years of age and older or the MyFitnessPal mobile application for youth younger than 18 years of age; and

17.2.5.5. A structured incentives program for participation and initiating behavior change.

17.2.6. Referrals and facilitated community engagement in wellness treatment services, including but not limited to:

17.2.6.1. A web-based application and text subscriptions.

17.2.6.2. New Hampshire Helpline telephone counseling services.

17.2.6.3. MyLifeMyQuit.

17.2.6.4. Tobacco and obesity education.

17.2.6.5. Diabetes education programs.

17.2.6.6. Other related programs in this agreement based on the outcomes of health screening and treatment planning goals identified above.

17.3. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles, as described by the Department, that include but are not limited to:

17.3.1. Wellness specialist(s).

17.3.2. Health mentor(s).

**18. Helping Overcome Psychosis Early (HOPE) PROGRAM SERVICES - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services**

18.1. The Contractor shall provide a Coordinated Specialty Care (CSC) model and implement the NAVIGATE model of treatment for people with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

18.2. The Contractor shall identify staff to deliver HOPE and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation as designated by the Department.

18.3. The Contractor shall participate in meetings no less than on a quarterly basis with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

18.4. The HOPE team will include roles in accordance with the NAVIGATE model including, but not limited to:

18.4.1. A CSC team leader.

18.4.2. A CSC case worker.

18.4.3. A Supported Employment and Education (SEE) worker.

18.4.4. A therapist.

18.4.5. A family education and support therapist.

18.4.6. A peer.

18.4.7. A psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

18.5. The Contractor shall ensure the HOPE programs' treatment services are available and provided to youth and adults between fifteen (15) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder.

18.6. The Contractor shall enroll and consistently serve a minimum of twenty (20) individuals at any given time in the ESMI/FEP program

18.7. The Contractor shall ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis to the program, with a goal of enrolling ten (10) individuals throughout the year.

18.8. The Contractor shall accept enrollees from other CMHC catchment areas when appropriate if there is capacity to manage the needs in accordance with a structure and strategy designed in collaboration with the Department.

18.9. The Contractor shall ensure the HOPE programs' treatment model involves a team structure that is based on:

18.9.1. Principles of shared decision-making;

18.9.2. A strengths and resiliency focus;

18.9.3. Recognition of the need for motivational enhancement;

18.9.4. A psychoeducational approach;

18.9.5. Cognitive behavioral therapy methods;

18.9.6. Development of coping skills; and

18.9.7. Integration of natural and peer supports.

18.10. The Contractor shall provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor shall ensure that CSC services align with the NAVIGATE model and include, but are not limited to:

18.10.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

18.10.1.1. Screening conducted by the HOPE team leader prior to admission to the program;

18.10.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

18.10.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

18.10.2. No less than bimonthly team meetings that:

18.10.2.1. Are led by the HOPE Team Leader;

18.10.2.2. Include all HOPE team members; and

18.10.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

18.10.3. Specialized psychiatric support with medication management that includes, but is not limited to:

18.10.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

18.10.3.2. Shared decision making including education on:

18.10.3.2.1. Use of medications to manage symptoms; and

18.10.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

18.10.3.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

18.10.3.3.1. Smoking.

18.10.3.3.2. Weight gain.

18.10.3.3.3. Hypertension.

18.10.3.3.4. Dyslipidemia.

18.10.3.3.5. Prediabetes.

18.10.3.4. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

18.10.3.5. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

18.10.4. Providing medication management services that include, but are not limited to:

18.10.4.1. Thirty (30) minutes per month or more, as clinically indicated, during the first 6 months of enrollment.

18.10.4.2. Thirty (30) minutes every 3 months or more, as clinically indicated, during the last 18 months of enrollment.

18.10.5. Providing specialized youth and young adult peer supports and services.

18.10.6. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

18.10.7. Providing family psychoeducation.

18.10.8. Providing access to telemedicine options for services that cannot be provided by the Contractor, but are available through a regional CMHC that is able to provide services through a telemedicine model.

18.11. The Contractor shall participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

18.12. The Contractor shall provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor shall ensure that:

18.12.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

18.12.1.1. Develop referral pathways to the CSC program; and

18.12.1.2. Educate community partners about the program;

18.12.2. Outreach efforts include local community hospitals, housing programs, criminal justice system, and schools;

18.12.3. Outreach contacts are reported on a quarterly basis;

18.12.4. Outreach includes cultivating relationships with admission and discharge personnel at these external agencies through frequent visits, phone calls, email communication and timely evaluation of potential FEP cases; and

18.12.5. Outreach includes cultivating internal CMHC relationships and activities such as monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

18.13. The Contractor shall utilize the CANS/ANSA, or other Department-approved evidence based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

18.14. The Contractor shall ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor shall ensure transitions from HOPE include, but are not limited to:

18.14.1. A collaborative process that involves the individual; their relatives and important others; and members of the CSC team to determine readiness for a less intensive level of care.

18.14.2. An assessment of the individuals progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

18.14.2.1. School and work functioning;

18.14.2.2. Quality of peer and family relationships;

18.14.2.3. Relief from symptoms;

18.14.2.4. Abstinence from substances; and

18.14.2.5. Effective management of health issues.

18.14.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

18.14.4. Utilizing formal transition planning guides and worksheets.

18.15. The Contractor shall submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

18.15.1. Quarterly Team Leader Reports that are due on the 15th of the month following the close of each quarter, which include, but are not limited to:

18.15.1.1. Monthly enrollment, service utilization, and outcomes reports.

18.15.1.2. Quarterly staffing summary.

18.15.1.3. Quarterly meeting summary.

18.15.1.4. Referral and enrollment efforts.

18.15.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

18.16. The Contractor shall submit invoices for services in a format provided by the BMHS Financial Management Unit, which are processed for payment upon verification of timely reporting.

**19. Peer Training**

19.1. The Contractor shall host the following two (2) trainings facilitated by the Wildflower Alliance:

19.1.1. "When the Conversation Turns to Suicide;" and

19.1.2. "Voices, Visions & Unusual Beliefs."

19.2. The Contractor shall:

19.2.1. Coordinate and track registration;

19.2.2. Schedule and arrange event space;

19.2.3. Provide food;

19.2.4. Administer a pre-training survey, post training evaluation and post-training survey 3-months after conclusion of the trainings to evaluate knowledge and skill application; and

19.2.5. Ensure training slots are offered to all CMHCs.

**20. CANS/ANSA or Other Approved Assessment**

20.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

20.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

20.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

20.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

20.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

20.3.1. Utilized to develop an individualized, person-centered treatment plan;

20.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

20.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

20.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

20.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

20.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

20.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

20.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**21. Pre-Admission Screening and Resident Review**

21.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

21.2. Upon request by the Department, the Contractor shall:

21.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

21.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

21.2.2.1. Requires nursing facility care; and

21.2.2.2. Has active treatment needs.

**22. Application for Other Services**

22.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

22.1.1. Medicaid.

22.1.2. Medicare.

22.1.3. Social Security Disability Income.

22.1.4. Veterans Benefits.

22.1.5. Public Housing.

22.1.6. Section 8 Subsidies.

22.1.7. Child Care Scholarship.

**23. Community Mental Health Program (CMHP) Status**

23.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

23.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**24. Quality Improvement**

24.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

24.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

24.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

24.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

24.3.1. Submit all required information in a format provided by the Department or contracted vendor;

24.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

24.3.3. Support all efforts of the Department to conduct the survey;

24.3.4. Promote survey participation of individuals sampled to participate; and

24.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

24.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

24.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**25. Maintenance of Fiscal Integrity**

25.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

25.1.1. Balance Sheet;

25.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

25.1.2.1. All revenue sources and expenditures; and

25.1.2.2. A budget column allowing for budget to actual analysis;

25.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

25.1.3.1. All revenue sources and all related expenditures for the Program; and

25.1.3.2. A budget column allowing for budget to actual analysis; and

25.1.4. Cash Flow Statement.

25.2. 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.

25.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

25.3.1. Days of Cash on Hand:

25.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

25.3.1.2. 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.

25.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

25.3.2. Current Ratio:

25.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

25.3.2.2. Formula: Total current assets divided by total current liabilities.

25.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

25.3.3. Debt Service Coverage Ratio:

25.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

25.3.3.2. Definition: The ratio of net income to the year to date debt service.

25.3.3.3. 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.

25.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

25.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

25.3.4. Net Assets to Total Assets:

25.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

25.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

25.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

25.3.4.4. Source of Data: The Contractor's monthly financial statements.

25.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

25.4. In the event that the Contractor does not meet either:

25.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

25.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

25.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

25.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

25.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

25.5.1. 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.

25.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

25.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

25.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

25.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**26. Reduction or Suspension of Funding**

26.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

26.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

26.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

26.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

26.3.2. Crisis services for all individuals.

26.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

26.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**27. Elimination of Programs and Services by Contractor**

27.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

27.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

27.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

27.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

27.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

27.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**28. Data Reporting**

28.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

28.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

28.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the

Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

28.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

28.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

28.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

28.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

28.6.2. Ensuring data files and records are consistent with reporting specification requirements.

28.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

28.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

28.6.5. Participating in Departmental efforts for system-wide data quality improvement.

28.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

28.6.6.1. All data is formatted in accordance with the file specifications;

28.6.6.2. No records will reject due to illegal characters or invalid formatting; and

28.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

28.7. The Contractor shall meet the following standards:

28.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise

approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

28.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 28.8.

28.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

28.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

28.8.1. The waiver length shall not exceed 180 days.

28.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

28.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

28.8.4. Failure of the Contractor to implement the plan may require:

28.8.4.1. Another plan; or

28.8.4.2. Other remedies, as specified by the Department.

**29. Privacy Impact Assessment**

29.1. 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:

29.1.1. How PII is gathered and stored;

29.1.2. Who will have access to PII;

29.1.3. How PII will be used in the system;

29.1.4. How individual consent will be achieved and revoked; and

29.1.5. Privacy practices.

29.2. 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.

New Hampshire Department of Health and Human Services
Mental Health Services

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 2.12% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375.
   1.2. 2.87% Federal funds, PROHEALTH NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.3. 94.77% General funds.
   1.4. .24% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor

will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 3,540.00 |
| Rapid Response Crisis Services | $ 1,768,077.00 | $ 1,768,077.00 | $ 3,536,154.00 |
| Mobile Crisis Apartments Occupancy | $ 143,000.00 | $ 143,000.00 | $ 286,000.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 450,000.00 | $ 450,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 12,000.00 |
| Child and Youth Based Programming and Team Based Approaches (BCBH) | $ 140,000.00 | $ 140,000.00 | $ 280,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| First Episode Psychosis Programming | $ 60,000.00 | $ 60,000.00 | $ 120,000.00 |
| Deaf Services Funding | $ 326,500.00 | $ 326,500.00 | $ 653,000.00 |
| System of Care 2.0 | $ 263,028.00 | $ - | $ 263,028.00 |
| ProHealth NH Grant | $ 183,115.00 | $ - | $ 183,115.00 |
| Total | $3,388,990.00 | $2,937,847.00 | $6,326,837.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of $73.75 per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3 Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Crisis Apartments Occupancy: The Contractor shall invoice the Department for the prior month based on the number of beds, the number of days in that month and the daily rate of $97.94. At the end of each quarter the Department will conduct a review of occupancy rates of crisis apartments. The Department may recoup funding to the actual average occupancy rate for the quarter, in whole or in part, if the occupancy rate, on average, is less than 80%.

7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $12,500 |

7.7. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.9. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items; not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

7.10. Child and Youth Based Programming and Team Based Approaches funding to support programming specified in Exhibit B, Scope of Services.

7.11. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.12. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.13. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoice based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.

7.14. Deaf Services Funding: Funding to support Deaf Services support to programming and specific staff provisions available as specified in Exhibit B, Scope of Services.

7.15. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| School Liaison and Supervisory Positions & Benefits | $130,000.00 |
| Program Staff Travel | $12,075.00 |
| Program Office Supplies, Copying and Postage | $8,700.00 |
| Implementation Science and MATCH-ADTC Training for CMHC staff | $7,500.00 |

| | |
|---|---|
| Professional development for CMHC staff in support of grant goals and deliverables | $30,000.00 |
| Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source | $60,000.00 |
| Indirect Costs (not to exceed 6%) | $14,753.00 |
| **Total** | **$263,028.00** |

7.16. ProHealth NH: Payment for ProHealth services shall be made monthly throughout the duration of the grant period, which ends September 29, 2023 as follows:

7.16.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of programming as outlined in Exhibit B, Scope of Services, and shall be in accordance with Exhibit C-1, Budget through Exhibit C-3, Budget.

7.16.2. The Contractor agrees to keep records of their activities related to Department programs and services.

7.17. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. Other

8.1. Enhanced - Illness Management and Recovery (eIMR) Training: One-time funds not to exceed $21,000 are available in SFY 2023 for eIMR training to contract directly with the Center for Practice Transformation at the University of Minnesota to train 30 center staff in eIMR. Slots may be offered to other centers if openings are available.

8.2. Peer Trainings: Funding to host two (2) training events for CMHC staff facilitated by Wildflower Alliance. The cost of both trainings inclusive of event space, technology, food, administrative time and Wildflower Alliance facilitation costs shall not exceed $15,357. Funds are available prior to September 30, 2023 to support associated training expenses as outlined in the below budget table.

8.2.1. The Contractor shall coordinate and track registration, schedule and arrange event space, provide food, administer a pre-training survey, post training evaluation and post-training survey 3-months after conclusion of the training to evaluate knowledge and skill application.

8.2.2. Training slots shall be offered to all CMHCs.

## EXHIBIT C

| Training Expense | Reimbursement Requirements | TOTAL REIMBURSEMENT |
|---|---|---|
| "When the Conversation Turns to Suicide" | Up to 27 participants. Payment shall be made on a cost reimbursement basis following submission of attendee lists and all three evaluations. | $5,100 |
| "Voices, Visions & Unusual Beliefs" | Up to 25 participants. Payment shall be made on a cost reimbursement basis following submission of attendee lists and all three evaluations. | $7,557 |
| Other | Payment shall be made on a cost reimbursement basis for up to 40 hours of administrative time and food for training events. | $2,700 |

8.3. Data Improvements: The contractor shall utilize funds available in SFY 2023 not to exceed $8,000 to improve data collection and reporting of functional reports to inform care. Payment shall be paid in two installments. Half upon completion of work and the balance upon demonstration of upgrades to the Department.

9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

9.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

10. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

10.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

10.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

10.3. Identifies and requests payment for allowable costs incurred in the previous month.

10.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

10.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

10.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

11. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

12. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

13. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

14. Audits

14.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

14.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

14.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

14.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

14.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov 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.

14.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

14.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

14.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

# Exhibit C-1 Budget Sheet

SS-2024-DBH-01-MENTA-06

New Hampshire Department of Health and Human Services
Complete one budget form for each budget period.

Contractor Name: Greater Nashua Mental Health
Budget Request for: Prevention
Budget Period: FY2024
Indirect Cost Rate (if applicable): 33.00%

| Line Item | Program Cost - Funded by DHHS |
|---|---|
| 1. Salary & Wages | $72,500 |
| 2. Fringe Benefits | $22,900 |
| 3. Consultants | $2,700 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 |
| 5.(a) Supplies - Educational | $0 |
| 5.(b) Supplies - Lab | $0 |
| 5.(c) Supplies - Pharmacy | $0 |
| 5.(d) Supplies - Medical | $0 |
| 5.(e) Supplies Office | $6,108 |
| 6. Travel | $300 |
| 7. Software | $0 |
| 8. (a) Other - Marketing/ Communications | $375 |
| 8. (b) Other - Education and Training | $300 |
| 8. (c) Other - Other (specify below) | |
| Other - Telephone | $1,175 |
| Other - Postage | $100 |
| Other - Subcontracts and Agreements | $43,605 |
| Other (other specify) | |
| 9. Subrecipient Contracts | $0 |
| Total Direct Costs | $149,963 |
| Total Indirect Costs | $33,230 |
| TOTAL | $183,193 |

Contractor Initials: DB

Date: 5/26/2023

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Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| Contractor Name: | Greater Nashua Mental Health | |
| Budget Request for: | Mental Health Services (Rapid Response) | |
| Budget Period | 7/1/2023-6/30/2024 | |
| Indirect Cost Rate (if applicable) | 0.08956206 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $1,195,400 | $119,540 |
| 2. Fringe Benefits | $312,786 | $31,279 |
| 3. Consultants | $12,300 | $1,230 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $40,000 | $4,000 |
| 5.(a) Supplies - Educational | $3,000 | $300 |
| 5.(b) Supplies - Lab | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 |
| 5.(d) Supplies - Medical | $1,000 | $100 |
| 5.(e) Supplies Office | $6,500 | $650 |
| 6. Travel | $3,000 | $300 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $27,000 | $2,700 |
| Other (please specify) | $7,000 | $700 |
| Other (please specify) | $143,000 | $0 |
| Other (please specify) | $3,000 | $300 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,753,986 | $161,099 |
| | | |
| Total Indirect Costs | $157,091 | $15,710 |
| | | |
| TOTAL | $1,911,077 | $176,808 |

Contractor: _____

Date: 5/26/2023

DocuSign Envelope ID: 43FCE942-6BDA-4758-8E91-F09D791ED44C

Exhibit C-3 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | Greater Nashua Mental Health | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2024-6/30/2025 | |
| **Indirect Cost Rate (if applicable)** | 10% | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $1,200,000 | $120,000 |
| 2. Fringe Benefits | $315,277 | $31,528 |
| 3. Consultants | $12,300 | $1,230 |
| 4. Equipment. Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $30,000 | $3,000 |
| 5.(a) Supplies - Educational | $3,000 | $300 |
| 5.(b) Supplies - Lab | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 |
| 5.(d) Supplies - Medical | $1,000 | $100 |
| 5.(e) Supplies Office | $7,000 | $700 |
| 6. Travel | $3,000 | $300 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below). | $0 | $0 |
| Other (please specify) | $28,000 | $2,800 |
| Other (please specify) | $7,500 | $750 |
| Other (please specify) | $143,000 | $0 |
| Other (please specify) | $3,000 | $300 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,753,077 | $161,008 |
| | | |
| Total Indirect Costs | $158,000 | $15,793 |
| | | |
| **TOTAL** | $1,911,077 | $176,800 |

Contractor: _____

SS-2024-DBH-01-MENTA-06

Date: 5/26/2023

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit E

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Contractor Initials DS
Date 5/26/2023

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239; enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

DS

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



Date 5/26/2023

**New Hampshire Department of Health and Human Services**
**Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| | |
|---|---|
| Department of Health and Human Services | Greater Nashua Mental Health, |
| The State | Name of the Contractor |
| Katja S. Fox | Cynthia L Whitaker |
| 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 |
| 5/30/2023 | 5/26/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Greater Nashua Mental Health

5/26/2023
Date

DocuSigned by:
Cynthia L Whitaker
Name: Cynthia L Whitaker
Title: President and CEO

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: KLQ5SMKH3NJ1

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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.



Contractor Initials CW (DS)

Date 5/26/2023

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

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $13,964,475

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
9. Add Exhibit C-7, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.



Contractor Initials DS PC
Date 6/4/2025

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/4/2025
Date

Signed by:
Kaja Fox
2A0FEC7D81684F3...
Name: Kaja Fox
Title: Director

The Mental Health Center of Greater Manchester

6/4/2025
Date

DocuSigned by:
Patricia Carty
0F086FB33E0E400...
Name: Patricia Carty
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/2025
Date

DocuSigned by:
Robyn Guarino
74BY3484484T450
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 7.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

**2. System of Care for Children's Mental Health**

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

   3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

   3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

   3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

   3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

      3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

      3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Rehabilitation for Empowerment, Education, and Work ("RENEW") Sustainability**

   4.1. The Contractor must provide the RENEW intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services in accordance with the University of New Hampshire (UNH) - Institute on Disability (IOD) model.

   4.2. The Contractor must ensure RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1-3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the individuals.

   4.3. The Contractor must obtain support and coaching as needed from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

5. **Division for Children, Youth and Families (DCYF)**

   5.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**6. Crisis Services**

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

6.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

6.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

6.2.2. Included in Rapid Response reporting or data related to Rapid Response.

6.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

6.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 24, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

6.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

6.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF)

unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

6.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

6.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 6.28.2.

6.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

6.9.1. Peer support specialists.

6.9.2. Bachelor's level provider.

6.9.3. Other Rapid Response crisis trained provider.

6.9.4. Master's level provider.

6.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

6.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

6.11.1. Case consultation;

6.11.2. Emergency medication management, as determined by the prescriber;

6.11.3. Telehealth or video evaluation; and

6.11.4. Conditional Discharge Revocation Process.

6.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

6.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

6.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.14.1. The location of the crisis.

6.14.2. The safety plan either developed over the phone or on record from prior contact(s).

6.14.3. Any accommodations needed.

6.14.4. Treatment history of the individual, if known.

6.14.5. Does not fulfill emergency medication refills.

6.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

6.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

6.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

6.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

6.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

6.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

6.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

6.21.1. Subsequent deployment of a Rapid Response Team to the community.

6.21.2. Telehealth interventions including but not limited to phone, text, and video).

6.21.3. Stabilization appointments.

6.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

6.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

6.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

6.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

6.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration, and/or institutionalization. The Contractor must ensure services include, but are not limited to:

6.25.1. Face-to-face assessments.

6.25.2. Disposition and decision-making.

6.25.3. Initial care and safety planning.

6.25.4. Post crisis and stabilization services.

6.25.5. Follow-up support.

6.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

6.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

6.28.1.1. In or at the individual's home.

6.28.1.2. Community settings.

6.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

6.28.2.1. Jails.

6.28.2.2. Schools.

6.28.2.3. Clinics.

6.28.2.4. Fire Departments.

6.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

6.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

6.28.4. Rapid Response Teams are prohibited from declining service due to distance.

6.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-l, provided no other available team has been identified by the Access Point;

6.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

6.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

6.28.7.1. Documented clinical rationale;

6.28.7.2. Administrative support; and

6.28.7.3. Phoenix reporting.

6.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.28.9. A face-to-face assessment as needed that includes, but is not limited to:

6.28.9.1. Assessment related to homicide and/or suicide risk.

6.28.9.2. Full mental health history including, but not limited to:

6.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.28.9.2.2. Substance use history.

6.28.9.2.3. Social, familial, environmental, and legal factors.

6.28.9.2.4. Presenting symptoms and onset of crisis.

6.28.9.3. Obtaining medication list, adherence to prescribed medications.

6.28.9.4. Brief medical history.

6.28.9.5. Mental status exam.

6.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

6.28.10.1. Staying in place with:

6.28.10.1.1. Stabilization services;

6.28.10.1.2. A safety plan; and/or

6.28.10.1.3. Follow-up with existing outpatient providers.

6.28.10.2. Stepping up to crisis stabilization services.

6.28.10.3. Admission to peer respite or step-up/step-down program.

6.28.10.4. Voluntary hospitalization.

6.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

6.28.10.6. Medical hospitalization.

6.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.29.1. Promoting recovery.

6.29.2. Building upon life, social, and other skills.

6.29.3. Offering support.

6.29.4. Reviewing crisis and safety plans.

6.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

6.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

6.30.3. Provided in the individual and family home, if requested by the individual;

6.30.4. Implemented using methods that include, but are not limited to:

6.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

6.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

6.30.4.2.1. Cognitive Behavior Therapy (CBT);

6.30.4.2.2. Dialectical Behavior Therapy (DBT);

6.30.4.2.3. Solution-focused therapy;

6.30.4.2.4. Developing concrete discharge plans; and

6.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

6.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

6.31.2. Engage in various outreach and educational activities including, but not limited to:

6.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

6.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

6.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

6.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

6.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

6.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

6.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

6.32.5. Coordinating with homeless outreach services.

6.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.33.1. Determine availability of the Rapid Response Teams;

6.33.2. Facilitate mobile response of dispatched teams; and

6.33.3. Resolve the immediate crisis episode.

6.34. The Contractor must maintain connection to the designated resource tracking system.

6.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

6.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

6.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

6.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

6.36.2.1. Number of unique individuals who received services.

6.36.2.2. Date and time of mobile arrival.

6.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

6.36.3.1. Diversions from hospitalizations.

6.36.3.2. Diversions from Emergency Rooms.

6.36.3.3. Services provided.

6.36.3.4. Location where services were provided.

6.36.3.5. Length of time service or services provided.

6.36.3.6. Whether law enforcement was involved for safety reasons.

6.36.3.7. Whether interpretation services or language support services were required.

6.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

6.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.36.3.10. Outcome of service provided, which may include, but is not limited to:

6.36.3.10.1. Remained in home.

6.36.3.10.2. Hospitalization.

6.36.3.10.3. Crisis stabilization services.

6.36.3.10.4. Crisis center services.

6.36.3.10.5. ED.

6.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

**7. Adult Assertive Community Treatment (ACT) Teams**

7.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

7.2. The Contractor must maintain two (2) Adult ACT Teams both of which meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

7.2.1. Each Adult ACT Team delivers comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

7.3. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

7.3.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

7.4. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

7.4.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

7.4.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

7.4.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

7.4.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

7.5. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

7.6. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

7.7. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

7.7.1. Extended hospitalization or incarceration.

7.7.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

7.8. The Contractor must report its level of staff compliance with the above listed requirements on a monthly basis in a format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor must:

7.8.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.8.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

7.8.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.8.4. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department.

**8. Individual Placement and Support - Supported Employment (IPS-SE)**

8.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

8.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

8.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

8.4.1. Work with the Department to identify solutions to meet the demand for services; and

8.4.2. Implement such solutions within 45 days.

8.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS-SE Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**9. Critical Time Intervention**

9.1. Critical Time Intervention (CTI)

9.1.1. The Contractor must operate a CTI program to support individuals

eighteen (18) years of age and over who are transitioning back into their community from:

9.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

9.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

9.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

9.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

9.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

9.1.3.1. Individuals receive services over a period of nine (9) months;

9.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

9.1.3.3. Services decrease in intensity as the service period progresses.

9.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval before implementing any changes.

9.1.5. The Contractor must complete CTI program quality improvement reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

9.1.5.1. Revising or developing policies and procedures.

9.1.5.2. Participating in training.

9.1.5.3. Completing quality improvement plans in a format approved by the Department.

9.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

9.1.7. The Contractor must meet with the Department monthly unless an

alternative frequency is approved by the Department to address:

9.1.7.1. Individual and organizational challenges;

9.1.7.2. Progress; and

9.1.7.3. Opportunities.

9.1.8. The Contractor must establish and maintain effective working relationships with various local supports including, but not limited to:

9.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

9.1.8.2. Community Mental Health Centers, statewide.

9.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

9.1.8.4. Landlords.

9.1.8.5. Local Businesses.

9.1.8.6. Community Action Program agencies.

9.1.8.7. Peer Support Agencies.

9.1.8.8. Educational Institutions.

9.1.8.9. Public Assistance Agencies.

9.1.8.10. Local Welfare Offices.

9.1.8.11. Public Health Departments.

9.1.8.12. Transportation providers.

9.1.8.13. Faith-based organizations.

9.1.8.14. Refugee associations.

9.1.8.15. Health clubs.

9.1.8.16. Other social support organizations.

9.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

9.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

9.1.10.1. ED visits.

9.1.10.2. Inpatient services to resolve crisis as they arise.

9.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

9.1.10.4. Rapid Response.

9.1.10.5. The Doorways.

9.1.10.6. NH Peer Support Agencies

9.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

9.2. Pre-CTI Services

9.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

9.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

9.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

9.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

9.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

9.2.4.2. Meet with the individual as often as needed, to:

9.2.4.2.1. Assess their needs; and

9.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

9.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

9.2.5.1. Review the individual's treatment history;

9.2.5.2. Identify existing community supports; and

9.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

9.2.5.3.1. Income.

9.2.5.3.2. Access to health care, including:

9.2.5.3.2.1. Health care services;

9.2.5.3.2.2. Mental health services;

9.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

9.2.5.3.2.4. Insurance coverage.

9.2.5.3.3. Diet and exercise.

9.2.5.3.4. Education.

9.2.5.3.5. Employment.

9.2.5.3.6. Family and social supports.

9.2.5.3.7. Housing arrangements.

9.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

9.2.6.1. Documenting the individual's recovery and transition goals;

9.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

9.2.6.3. Assisting with linkages to community supports as necessary.

9.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

9.2.6.5. Identifying barriers to success; and

9.2.6.6. Providing assistance with barrier resolution.

9.3. Phase One (1) CTI Services

9.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

9.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

9.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

9.3.2.1.1. Health care appointments.

9.3.2.1.2. Mental health appointments.

9.3.2.1.3. Recovery and substance use treatment sessions.

9.3.2.1.4. Dental appointments.

9.3.2.1.5. Other appointments relative to life skills.

9.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

9.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

9.3.2.4. Attending meetings or appointments as requested by the individual.

9.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

9.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

9.4. Phase Two (2) CTI Services

9.4.1. The Contractor must provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

9.4.2. The Contractor must reassess the individual's needs and update the Phase Plan.

9.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

9.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

9.4.3.2. Assisting with self-advocacy.

9.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

9.4.5. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

9.4.6. The Contractor must provide additional community support

provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

9.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

9.4.7.1. Faith and/or spiritual programs.

9.4.7.2. Physical fitness programs.

9.4.7.3. Social clubs.

9.4.7.4. Creative art programming.

9.4.7.5. Education.

9.4.7.6. Employment.

9.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

9.5. Phase Three (3) CTI Services

9.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

9.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

9.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community by developing a long-term plan to:

9.5.3.1. Manage their support network independently: and

9.5.3.2. Achieve recovery goals that remain outstanding.

9.5.4. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

9.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

9.5.5.1. Acknowledge achievements over the past 9 months; and

9.5.5.2. Ensure the individual can function independently with their support network.

9.5.6. The Contractor must enter a final/graduation or closing due to

declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

9.5.6.1. The steps the individual made that indicate their ability to manage their support network independently;

9.5.6.2. The individual's recovery and transition goals;

9.5.6.3. The individual's experience in CTI;

9.5.6.4. Initial Risk Assessment;

9.5.6.5. Barriers to the Intervention; and

9.5.6.6. A summary of the CTI Intervention.

9.6. CTI Program Inactive, Reactivated, and Closed Statuses

9.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

9.6.1.1. Inactive Status

9.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

9.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

9.6.1.1.3. The CTI Supervisor must:

9.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

9.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

9.6.1.1.3.3. Note the individual did not complete the program in the EHR.

9.6.1.2. Reactivated Status

9.6.1.2.1. An individual must be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

9.6.1.2.2. Once the individual is reactivated, the CTI Supervisor must reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

9.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

9.6.1.2.4. The CTI Coach must update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

9.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

9.6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

9.6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

9.6.1.3. Closed Status

9.6.1.3.1. An individual must be considered closed if the individual:

9.6.1.3.1.1. Moved out of state, or the catchment area;

9.6.1.3.1.2. Passed away;

9.6.1.3.1.3. Is hospitalized for an extended period of time as determined by the Contractor;

9.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

9.6.1.3.1.5. Is incarcerated; or

9.6.1.3.1.6. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's closing policy.

9.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

9.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

9.6.1.3.4. If the individual becomes eligible for CTI again, the Contractor must ensure they are allowed to receive the service.

9.7. CTI Supervisory Scope of Work

9.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

9.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

9.7.3. The Contractor must ensure the CTI Supervisor conducts bi-weekly one-on-one supervision with CTI workers. The Contractor must ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and

includes:

9.7.3.1. Bi-weekly documentation on required forms that include the:

9.7.3.1.1. Weighted caseload tracker;

9.7.3.1.2. Phase date form; and

9.7.3.1.3. CTI Team Supervision form; and

9.7.3.2. CTI worker's fidelity efforts; and

9.7.3.3. CTI worker's barriers to securing community services and supports for CTI participants.

9.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

9.7.4.1. New Hampshire Hospital (NHH) Liaison

9.7.4.2. Designated Receiving Facility (DRF)

9.7.4.3. Crisis-related meeting representation and support.

9.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

9.8. CTI Flexible Needs

9.8.1. When no other payer is available, the Contractor must offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

9.8.1.1. Groceries.

9.8.1.2. Transportation.

9.8.1.3. Childcare.

9.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

9.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

9.8.1.6. Other uses pre-approved in writing by the Department.

9.9. CTI Staffing

9.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

9.9.1.1. CTI Workers hold a bachelor's degree or associate

degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.3. Four (4) Full Time Equivalent (FTE) level CTI Workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

9.9.1.4. One (1) 0.5 FTE CTI Supervisor.

9.9.2. The Contractor must ensure all CTI staff:

9.9.2.1. Complete the CTI model training;

9.9.2.2. Attend CTI Team meeting; and

9.9.2.3. Attend Community of Practice (CoP) meetings.

9.9.3. The Contractor must participate in training and skill deployment, as requested by the Department, which includes:

9.9.3.1. A one (1) day CTI worker training;

9.9.3.2. A one (1) day CTI supervisor training;

9.9.3.3. Assist in co-facilitating CTI staff training;

9.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

9.9.3.5. Complementary trainings to CTI staff.

**10. Coordination of Care from Residential or Psychiatric Treatment Facilities**

10.1. The Contractor must designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community.

10.2. The Contractor may designate a different liaison for individuals being served through their children's services.

10.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

10.5. The Contractor must work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.6. The Contractor must make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**11. Coordinated Care and Integrated Treatment**

11.1. Primary Care

12.1.1. The Contractor must request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor must support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

11.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Area Agencies

11.3.1. The Contractor must collaborate with the Area Agency that serves the region to address processes that include:

11.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

11.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

11.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

11.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage

them with both the CMHC and Area Agency representatives;

11.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V-TR;

11.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

11.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

11.4. Peer Supports

11.4.1. The Contractor must actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

11.4.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

11.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

11.4.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

11.5. Transition of Care with MCO's

11.5.1. The Contractor must ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**12. Deaf Services**

12.1. The Contractor must work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

12.2. The Contractor must work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

12.3. The Contractor must ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

12.4. The Contractor must ensure services are person-directed, which may result in:

12.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

12.4.2. Care being shared across the regions; or

12.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**13. Cypress Center**

13.1. The Contractor must operate a Designated Receiving Facility (DRF) as outlined in New Hampshire Administrative Rule He-M 405, Designation of Receiving Facilities, on Cypress Street in Manchester, NH.

13.2. The Contractor must ensure the DRF works in conjunction with regional Community Mental Health programs and providers to ensure crisis unit beds for individuals who are in need of involuntary admission for any of the following purposes:

13.2.1. Involuntary emergency admission (IEA) pursuant to NH RSA 135-C: 27-33 beginning with initial custody and continuing through the day following the probable cause hearing;

13.2.2. IEA for the period of such admission following the probable cause hearing; or

13.2.3. Non-emergency involuntary admission (IA) pursuant to NH RSA 135-C 34-54.

13.3. The Contractor must work collaboratively with Community Mental Health programs and providers to provide case coordination, including:

13.3.1. Coordination of patient evaluation;

13.3.2. Treatment planning;

13.3.3. Discharge plans that include ongoing services and supports; and

13.3.4. Following all discharge criteria as outlined in NH Administrative Rule He-M 405.

13.4. The Contractor must not refuse admission of a person sent to the DRF facility pursuant to NH RSA 135-C 28 or 36-45, unless clinically contraindicated or there are no beds available at the time of admission.

13.5. The Contractor must maintain staffing as outlined in NH Administrative Rule He-M 405.11, or, if at any time staffing is not maintained, send immediate notification to the Department to jointly develop a staffing plan.

13.6. At the Department's discretion, the Contractor must participate in quality assurance reviews that may be conducted for determination of the compliance or non-compliance of the DRF with NH Administrative Rule He-M 405 and all other applicable Department rules. The Contractor must:

13.6.1. Participate and maintain a quality improvement plan based on any findings from the review;

13.6.2. Ensure Department access to the quality improvement plan, which will be overseen by the Department;

13.6.3. Develop new, or revise current, quality improvement plans with the Department; and

13.6.4. Provide quarterly updates to any findings by the Department.

13.7. The Contractor must participate in quarterly DRF meetings to collaborate with the Department and other DRFs within the State of NH to ensure:

13.7.1. Ongoing service needs are met; and

13.7.2. Improvement in services and statewide collaboration focus on reducing psychiatric admission waitlists.

**14. The Institutional Review Board (IRB)**

14.1. The Contractor must manage the Institutional Review Board (IRB) to facilitate IRB review of all research applications in accordance with FDA regulations to make determinations to approve; require modifications in, to secure approval; or disapprove proposals that involve research on individuals with mental illness behavioral health conditions on behalf of the Department.

14.2. The Contractor must ensure the personnel provided to manage the IRB include:

14.2.1. One (1) part-time administrator; and

14.2.2. One (1) part-time secretary.

**15. CANS/ANSA or Other Approved Assessment**

15.1. The Contractor must ensure all clinicians, with the exception of Rapid Response staff, providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence- based tool, if serving the adult population.

15.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

15.3. The Contractor must ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**16. Pre-Admission Screening and Resident Review**

16.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor must:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

**17. Application for Other Services**

17.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

**18. Community Mental Health Program (CMHP) Status**

18.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership,

association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**19. Quality Improvement**

19.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor.

19.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

19.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

19.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

19.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

19.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or

recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

19.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**20. Maintenance of Fiscal Integrity**

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet for the Contractor's entire organization including all related parties.

20.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis.

20.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis.

20.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

20.2. 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.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. 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.

20.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. 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.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

20.4.2. 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:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

20.5. 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:

20.5.1. 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.

20.6. 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.

20.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

20.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**21. Reduction or Suspension of Funding**

21.1. 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.

21.1.1. 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.

21.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

21.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.1.2.2. Crisis services for all individuals.

21.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**22. Elimination of Programs and Services by Contractor**

22.1. Not including service reductions collaboratively addressed in Section 21. 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.

22.2. 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.

22.3. 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.

**23. Closed Loop Referral System**

23.1. 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.

23.2. 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.

23.2.1. 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.

**24. Data Reporting**

24.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

24.2. The Contractor must submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

24.3. The Contractor must submit individual client intake, demographics, payor, diagnostic, referral, location, and other information specified by the Department, and all service encounter and outcome data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its

successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

24.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

24.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expects updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

24.6. The Contractor must meet all the general requirements for the Phoenix system which include, but are not limited to:

24.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

24.6.2. Ensuring data files and records are consistent with reporting specification requirements.

24.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

24.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

24.6.5. Participating in Departmental efforts for system-wide data quality improvement.

24.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

24.6.6.1. All data is formatted in accordance with the file specifications;

24.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

24.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

24.7. The Contractor must meet the following standards:

24.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

24.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

24.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

24.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

24.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

24.9.1. The exemption length shall not exceed 180 days.

24.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

24.9.3. The Contractor must implement the Department-approved corrective action plan.

24.9.4. Failure by the Contractor to implement the correction action plan may require:

24.9.4.1. An additional corrective action plan; or

24.9.4.2. Other remedies as specified by the Department.

**25. Background Checks**

25.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

25.1.1. 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;

25.1.2. 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

25.1.3. 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.

**26. Confidential Data**

26.1. 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.

26.2. 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.

**27. Privacy Impact Assessment**

27.1. 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:

27.1.1. How PII is gathered and stored;

27.1.2. Who will have access to PII;

27.1.3. How PII will be used in the system;

27.1.4. How individual consent will be achieved and revoked; and

27.1.5. Privacy practices.

27.2. 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.

**28. Department Owned Devices, Systems and Network Usage**

28.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

28.1.1. 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;

28.1.2. 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;

28.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

28.1.4. 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;

28.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

28.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

28.1.7. 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."

28.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

28.1.9. Agree when utilizing the Department's email system:

28.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

28.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

28.1.9.3. 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."

28.1.10. 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:

28.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

28.1.10.2. 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.

28.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

28.1.11. 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.

28.1.12. 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.

28.1.13. Workspace Requirement

28.1.14. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**29. Contract End-of-Life Transition Services**

29.1. General Requirements

29.1.1. 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.

29.1.2. 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.

29.1.3. 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.

29.1.4. 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.

29.1.5. 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.

29.1.6. 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.

29.2. Completion of Transition Services

29.2.1. 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.

29.2.2. 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.

29.3. Disagreement over Transition Services Results

29.3.1. 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.

**30. Exhibits Incorporated**

30.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

30.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

30.3. 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 I, Business Associate Agreement, which has been executed by the parties.

**31. Additional Terms**

31.1. **Impacts Resulting from Court Orders or Legislative Changes**

31.1.1. 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.

31.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

31.2.1. The Contractor must submit:

31.2.1.1. 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.

31.2.1.2. 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

31.2.1.3. 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).

31.3. **Credits and Copyright Ownership**

31.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

31.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing,

production, distribution or use.

31.3.3. 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.

31.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

31.4. **Operation of Facilities: Compliance with Laws and Regulations**

31.4.1. 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.

31.5. **Eligibility Determinations**

31.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

31.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**32. Records**

32.1. The Contractor must keep records that include, but are not limited to:

32.1.1. 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.

32.1.2. 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 including, but not limited to, 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.

32.1.3. 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.

32.1.4. Medical records on each patient/recipient of services.

32.2. 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.

32.3. 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**
**Mental Health Services**

# EXHIBIT C – Amendment #2

## Payment Terms

1. This Agreement is funded by:
   1.1. 0.18% Federal funds, Block Grants for Community Mental Health Services, as awarded on 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM090358.
   1.2. 1.31% Federal funds, PROHEALTH NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.3. 0.99% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622
   1.4. 97.34% General funds.
   1.5. 0.18% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 3,540.00 | $ 3,540.00 | $ 3,540.00 | $ 3,540.00 | $ 14,160.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 1,768,077.00 | $ 1,768,077.00 | $ 1,768,077.00 | $ 1,768,077.00 | $ 7,072,308.00 |
| Mobile Crisis Apartments Occupancy | $ 143,000.00 | $ 143,000.00 | $ - | $ - | $ 286,000.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 450,000.00 | $ 450,000.00 | $ 450,000.00 | $ 450,000.00 | $ 1,800,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 24,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| Interpreter Services Funding | $ 14,000.00 | $ 14,000.00 | $ 14,000.00 | $ 14,000.00 | $ 56,000.00 |
| IRB Funding | $ 63,000.00 | $ 63,000.00 | $ 63,000.00 | $ 63,000.00 | $ 252,000.00 |
| Cypress Center Funding | $ 675,000.00 | $ 675,000.00 | $ 675,000.00 | $ 675,000.00 | $ 2,700,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ - | $ - | $ 5,300.00 |
| ProHealth NH Grant | $ 183,417.00 | $ - | $ - | $ - | $ 183,417.00 |
| Community Behavioral Health Clinic (Self-Assesment) | $ 94,633.00 | $ - | $ - | $ - | $ 94,633.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,829.00 | $ - | $ - | $ - | $ 43,829.00 |
| Critical Time Intervention | $ - | $ - | $ 370,311.00 | $ 370,311.00 | $ 740,622.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | **$ 3,497,296.00** | **$ 3,165,117.00** | **$ 3,648,531.00** | **$ 3,653,531.00** | **$ 13,964,475.00** |

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #2, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 6. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1).<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Behavioral Health Services Information System (BHSIS):

6.6.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.6.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.6.1.2. Software or training purchases aimed at improving data collection; and

6.6.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.6.2. Supporting Documentation Requirements:

6.6.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.6.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.6.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.6.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlines in Exhibit B – Amendment #2, Scope of Services. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an

Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

6.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.11. The Institutional Review Board (IRB): The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-5, Budget – Amendment #2.

6.12. Cypress Center: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-6, Budget – Amendment #2.

6.13. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.13.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.13.1.1, Rate Table, which are rates set for the term of the contract.

**6.13.1.1. Rate Table**

| Rate | Amount | Eligibility | Payment Frequency |
|---|---|---|---|
| Pre-CTI | $128.79 | Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting. | Paid once per individual. |
| CTI (Phases 1-3) | $370.91 | Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum. | Paid once per individual, per month, not to exceed nine (9) consecutive months. |

6.13.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates

paid in accordance with the Rate Table in Section 6.13.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.13.2.1. CTI worker salaries and benefits;

6.13.2.2. CTI supervisor salaries and benefits; and

6.13.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.13.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Section 6.13.1.1., then:

6.13.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.13.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-7, Budget – Amendment #2, over the term of the Agreement.

6.13.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.13.1.1., then:

6.13.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.13.1.1., and the actual amounts of expenses incurrred.

6.13.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.13.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.13.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.13.1.1 have been met for each individual identified on the invoice.

6.13.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.13.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.13.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-7, Budget – Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

6.13.7.1. Used to directly support the needs of the client when no other funds are available;

6.13.7.2. Used for one-time expenses tangible in nature;

6.13.7.3. Not disbursed as gift cards or gift certificates;

6.13.7.4. Directly allocable to the work performed under this Agreement;

6.13.7.5. Appropriate in amount and nature, as determined by the Department; and

6.13.7.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

6.13.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.13.8.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.13.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-7, Budget – Amendment #2, and meet criteria as outlined by the Department at the time of application.

months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.13.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

6.13.9.4. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Supporting documentation shall be labeled by line item.

7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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**

**Contractor Name:** *The Mental Health Center of Greater Manchester*

**Budget Request for:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 2.37%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $1,200,000 | $697,317 | $1,200,000 | $754,236 |
| 2. Fringe Benefits | $408,000 | $257,650 | $408,000 | $282,769 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>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 | $10,000 | $3,417 | $10,000 | $3,820 |
| 7. Software | $47,002 | $118,718 | $47,002 | $123,689 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $5,000 | $5,000 | $5,000 | $5,000 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Occupancy* | $25,000 | $80,761 | $25,000 | $83,934 |
| *Professional Fees* | $12,475 | $9,346 | $12,475 | $10,000 |
| *Insurance* | $0 | $14,530 | $0 | $15,326 |
| *Operating Expense* | $0 | $176,787 | $0 | $182,498 |
| *9. Subrecipient Contracts* | $0 | $0 | $0 | $0 |
| *Total Direct Costs* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $1,707,477 | $1,363,524 | $1,707,477 | $1,461,272 |
| Total Indirect Costs | $60,600 | $0 | $60,600 | $0 |
| ***Subtotals*** | **$1,768,077** | **$1,363,524** | **$1,768,077** | **$1,461,272** |
| | | | **Total** | **$ 6,360,951** |

Contractor Initials: PC (DS)

Date: 6/4/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *The Mental Health Center of Greater Manchester*

**Budget Request for:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $296,750 | $2,409,398 | $296,750 | $2,490,582 |
| 2. Fringe Benefits | $93,090 | $880,045 | $93,090 | $909,084 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>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 | $1,600 | $0 | $1,600 | $0 |
| 6. Travel | $6,000 | $65,166 | $6,000 | $67,301 |
| 7. Software | $30,000 | $166,305 | $30,000 | $172,242 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $1,700 | $0 | $1,700 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Occupancy* | $8,000 | $13,449 | $8,000 | $14,093 |
| *Professional Fees* | $9,860 | $21,613 | $9,860 | $22,557 |
| *Insurance* | $0 | $38,265 | $0 | $39,413 |
| *Operating Expense* | $3,000 | $42,113 | $3,000 | $43,467 |
| *9., Subrecipient Contracts* | $0 | $0 | $0 | $0 |
| Total Direct Costs | $450,000 | $3,636,354 | $450,000 | $3,758,739 |
| Total Indirect Costs | $0 | $0 | $0 | $0 |
| ***Subtotals*** | **$450,000** | **$3,636,354** | **$450,000** | **$3,758,739** |
| | | | **Total** | **$ 8,295,093** |

DS

PC

Contractor Initials:

Date: 6/4/2025

Exhibit C-5, Budget - Amendment #2

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *The Mental Health Center of Greater Manchester*

**Budget Request for:** *Mental Health Services - The Institutional Review Board (IRB)*

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Funded by DHHS - SFY 27 |
|---|---|---|
| 1. Salary & Wages | $35,467 | $35,467 |
| 2. Fringe Benefits | $10,808 | $10,808 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $35 | $35 |
| 7. Software | $3,908 | $3,908 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Occupancy Expense* | $12,723 | $12,723 |
| *Postage* | $59 | $59 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $63,000 | $63,000 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$63,000** | **$63,000** |
| | **Total $** | **126,000** |



DS

PC

Contractor Initials: _____

Date: 6/4/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *The Mental Health Center of Greater Manchester*

**Budget Request for:** *Mental Health Services - Cypress Center*

**Indirect Cost Rate (if applicable)** 5.24%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $467,605 | $2,017,874 | $467,605 | $2,092,438 |
| 2. Fringe Benefits | $137,104 | $631,711 | $137,104 | $654,775 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>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 | $20,830 | $34,900 | $20,830 | $36,572 |
| 5.(e) Supplies Office | $0 | $0 | $0 | $0 |
| 6. Travel | $0 | $4,812 | $0 | $4,956 |
| 7. Software | $6,001 | $186,009 | $6,001 | $191,770 |
| 8. (a) Other - Marketing/ Communications | $0 | $400 | $0 | $415 |
| 8. (b) Other - Education and Training | $0 | $0 | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Occupancy* | $9,873 | $344,970 | $9,873 | $355,615 |
| *Professional Fees* | $0 | $30,187 | $0 | $31,093 |
| *Insurance* | $0 | $32,888 | $0 | $33,874 |
| *Operating Expense* | $0 | $87,575 | $0 | $91,210 |
| *9. Subrecipient Contracts* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $641,412 | $3,371,326 | $641,412 | $3,492,719 |
| Total Indirect Costs | $33,588 | $0 | $33,588 | $0 |
| ***Subtotals*** | **$675,000** | **$3,371,326** | **$675,000** | **$3,492,719** |
| | | | **Total $** | **8,214,045** |

Contractor Initials: PC DS

Date: 6/4/2025

**New Hampshire Department of Health and Human Services**

**Contractor Name:** The Mental Health Center of Greater Manchester, Inc.

**Budget Request for:** Critical Time Intervention

**Budget Period:** SFY2026 - SFY2027

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $8,000 | $8,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $362,311 | $362,311 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $370,311 | $370,311 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$370,311** | **$370,311** |
| | **TOTAL** | **$740,622** |

Contractor Initials: PC (DS)

Date: 6/4/2025

Docusign Envelope ID: C5A769A3-576A-40BA-97D8-B57A3C6D2BA5

# 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

## 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

Docusign Envelope ID: C5A769A3-576A-40BA-97D8-B57A3C6D2BA5

# 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 | CONTACT NAME: Teri Davis | |
|---|---|---|
| CGI Insurance, Inc.<br>5 Dartmouth Drive<br>Auburn NH 03032 | PHONE (A/C, No, Ext): (877) 562-8954 | FAX (A/C, No): (866) 574-2443 |
| | E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| The Mental Health Center of Greater Manchester, Inc.<br>401 Cypress Street<br>Manchester NH 03103-3628 | 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<br>☐ CLAIMS-MADE ☒ OCCUR<br>☒ Professional Liability $2M Agg<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ POLICY ☐ PRO-JECT ☐ LOC<br>☐ OTHER: | | | PHPK2669563-006 | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>Sexual/Physical Abuse or | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>☒ ANY AUTO<br>☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS<br>☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | | | PHPK2669495 | 04/01/2025 | 04/01/2026 | ~~COMBINED~~ SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>Hired/borrowed | $ 1,000,000<br>$<br>$<br>$<br>$ 1,000,000 |
| B | ☒ UMBRELLA LIAB ☒ OCCUR<br>☐ EXCESS LIAB ☐ CLAIMS-MADE<br>☐ DED ☒ RETENTION $ 10,000 | | | PHUB905359 | 04/01/2025 | 04/01/2026 | EACH OCCURRENCE<br>AGGREGATE | $ 7,000,000<br>$ 7,000,000<br>$ |
| C | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | ECC6004000298-2024 | 09/12/2024 | 09/12/2025 | ☒ PER STATUTE ☐ OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 500,000<br>$ 500,000<br>$ 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.

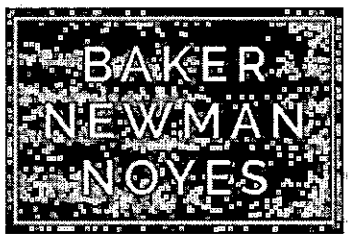
**We** offer hope and recovery through individualized, quality behavioral health services.

**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***

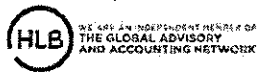



# Manchester Mental Health Foundation, Inc. and Affiliates

## Consolidated Financial Statements and Supplementary Information

*For the Years Ended June 30, 2023 and 2022*
*With Independent Auditors' Report*

Baker Newman & Noyes LLC
MAINE | MASSACHUSETTS | NEW HAMPSHIRE
800.244.7444 | www.bnncpa.com



**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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800.244.7444 | www.bnncpa.com
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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.

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

**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 |

## 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.

**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 |

| | 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.

**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 |

| | 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 | $ 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.

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2022

| | Total Agency | Administration | Total Center Programs | Child/ Adolescents | Emergency Services | Vocational Services | Non-Eligibles | Multi Service Team | Mental Health ACT Team | Mental Health 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 |

| | 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 | $ 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.

**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.

## 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.

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 |

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.

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.

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.

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.

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.

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.

## 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.

## 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 |

## 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) |

## 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:

## 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.

## 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 |

**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 |

## 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 |

## 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.

## 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.

## 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% |

## 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% |

## 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.

# Supplementary Information

**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 |

## 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 |

**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) |

**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 |

**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 |

| Analysis of receipts: | Amount |
|---|---|
| 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 |

**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 | Child and Adolescents | Emergency Services | Vocational Services | 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 |

| | 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 |

## 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 |

## 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 |

**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 |

## 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 |

**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 |

**MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES**

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2022

| | Total Agency | Administration | Total Center Programs | Child and Adolescents | Emergency Services | Vocational Services | Non-Eligibles | Mental Health Multi-Service Team |
|---|---|---|---|---|---|---|---|---|
| Program service fees: | | | | | | | | |
| Net client fees | $ 160,570 | $ – | $ 160,570 | $ (13,067) | $ 46,009 | $ (5,002) | $ (18,775) | $ (77,558) |
| HMO's | 2,030,013 | – | 2,030,013 | 443,519 | 184,737 | – | 438,800 | 542,624 |
| Blue Cross/Blue Shield | 2,486,717 | – | 2,486,717 | 525,237 | 205,955 | – | 512,628 | 590,686 |
| Medicaid | 23,994,024 | – | 23,994,024 | 8,178,378 | 547,883 | 427,663 | 286,336 | 7,800,737 |
| Medicare | 1,140,791 | – | 1,140,791 | 1,064 | 14,016 | (2) | 198,526 | 815,675 |
| Other insurance | 1,107,993 | – | 1,107,993 | 257,717 | 70,697 | (1,675) | 223,349 | 501,863 |
| Other program fees | 10,730 | – | 10,730 | 156 | 3,480 | – | 1,442 | 1,592 |
| | 30,930,838 | – | 30,930,838 | 9,393,004 | 1,072,777 | 420,984 | 1,642,306 | 10,175,619 |
| Local and county government: | | | | | | | | |
| Division for Children, youth and families | 8,790 | – | 8,790 | 8,790 | – | – | – | – |
| Donations/contributions | 340,048 | – | 340,048 | – | – | – | – | 25,000 |
| Federal funding path | 43,728 | – | 43,728 | – | – | – | – | – |
| Rental income | 317,956 | – | 133,413 | – | – | – | – | – |
| Interest income | 37,024 | – | 37,024 | – | – | – | – | – |
| BBH: | | | | | | | | |
| Bureau of Behavioral Health | 3,351,215 | – | 3,351,215 | 12,926 | – | 23,158 | 1,695 | 6,788 |
| Other revenues | 11,978,045 | 8,500 | 11,969,522 | 1,856,119 | 944,537 | 147,919 | 110,937 | 1,482,211 |
| | 16,076,806 | 8,500 | 15,883,740 | 1,877,835 | 944,537 | 171,077 | 112,632 | 1,513,999 |
| Total program revenues | $47,007,644 | $ 8,500 | $46,814,578 | $11,270,839 | $ 2,017,314 | $ 592,061 | $ 1,754,938 | $11,689,618 |

| | 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 |

**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

**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

# 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<br>Community/Psychology | 1994 |
| BA | University of Vermont<br>Psychology | 1985 |

## EXPERIENCE

The Mental Health Center of Greater Manchester — Manchester, NH

| | |
|---|---|
| 4/2022-present | President and CEO |
| 7/2015- 4/2022 | Executive Vice President/Chief Operating Officer |
| 2000 – 7/2015 | Director of Community Support Services |
| 1996 – 2000 | Assistant Director of Community Support Services |
| 1990 – 1996 | Assistant Coordinator, Restorative Partial Hospital |
| 1987 – 1990 | Counselor, Restorative Partial Hospital |
| 1986 – 1987 | Residential Specialist |

## PROFESSIONAL AFFILIATIONS, MEMBERSHIPS, LICENSES, CERTIFICATIONS, BOARDS AND AWARDS

- 6/2022 - present Community Behavioral Health Association-Treasurer, Executive Committee
- 1/2021 - present, NH Fiscal Policy Institute-Board Member
- 2019 Outstanding Woman in Business Award Recipient-NH Business Review
- National Association of Cognitive Behavioral Therapists
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- 1998 Recipient of the Mental Illness Administrator of the Year Award by the National Alliance for the Mentally Ill
- 1998 American Psychiatric Association Gold Award participant winner accepting on behalf of the entire MHCGM-DBT treatment program

**PATRICIA CARTY, MS, CCBT**
President and CEO

## PUBLICATIONS

The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.

Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.

HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.

Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.

Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

**Jonathan Routhier, 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

- Develop and sustain productive working relationships with state government entities including Governor, Legislature and Department of Health and Human Services
- Work closely with contracted lobbyist to plan and execute legislative strategy
- Develop new program offerings to benefit membership
- Collaborate with provider agencies, vendors and other associations and groups to support the mission of CSNI.
- Member and current Vice Chair of the Medical Care Advisory Committee, providing stakeholder input to the Director of Medicaid for the State of New Hampshire

Chief Operating Officer, WestBridge, Inc., Manchester, NH (January 2008-January 2014).

- Provided ongoing clinical consultation and supervision to Assertive Community Treatment teams and Residential Program teams.
- Provided leadership to quality improvement department
- Led efforts resulting in three-year accreditation by the Council on Accreditation of Rehabilitation Facilities.
- Developed and implemented outcome measurement system in collaboration with Dartmouth Psychiatric Research Center
- Implemented Electronic Medical Record system
- Direct liaison to corporate counsel, auditors, and accrediting body
- Directed the implementation of customer relationship management system (Salesforce)

Chief Financial Officer, WestBridge, Inc, Manchester, NH (April 2002-June 2016).

- Supervised team of finance staff
- Directly responsible for providing financial information to Board of Directors
- Provided financial leadership in start-up organization
- Developed budgets, data input and reporting processes, and accounting procedures consistent with FASB requirements for non-profit organizations
- Provided fiscal, managerial, and operational leadership to program directors and team leaders.
- Shared responsibility for development and achievement of strategic goals
- Oversaw and coordinated all real estate transactions
- Ensured appropriate loss protection exists for organization
- Oversaw marketing and business development efforts
- Oversaw human resources administration

Director of Contracts and Reimbursement, The Mental Health Center of Greater Manchester, Manchester, NH (December 2000-April 2002).

- Oversaw all financial intake, billing, reimbursement and accounts receivable functions for 19 million dollar budget agency
- Member of Senior Leadership Team, reporting directly to CEO
- Negotiated reimbursement rates with third party payors
- Completed and monitored all contracts with managed care organizations
- Presented monthly reports to Board of Directors
- Wrote and implemented new financial policies to enhance agency's financial performance
- Chaired Ethics Committee

Director of Quality and Utilization Management, The Mental Health Center of Greater Manchester (April 1997-December 2000).

- Facilitated budget planning process and led efforts in cost control
- Developed and implemented agency performance measurement system
- Led efforts to ensure re-accreditation by the Joint Commission on Accreditation of Healthcare Organizations
- Directed several quality improvement teams
- Trained and oriented staff at all levels in quality improvement methods
- Co-led efforts resulting in the 2000 Granite State Quality Commitment Award
- Assisted with conversion to new information system by designing and charting new work flows
- Oversaw the implementation of systems to determine appropriate leveling of care and monitoring of service utilization to maximize clinical resources and maintain compliance with state eligibility criteria.
- Conducted utilization reviews for acute psychiatric residential treatment program to ensure appropriate length of stay, discharge planning and coordination of care.

Director of Gemini House, The Mental Health Center of Greater Manchester (May 1995-April 1997).

- Conducted all initial assessments of clients referred to this residential program for adults with co-occurring disorders
- Directed staff of twelve professionals and paraprofessionals
- Responsible for hiring, training, evaluation, supervision and termination of staff; building maintenance and security; compliance with federal, state and local regulations
- Provided consultation to international visitors
- Created brochures and other marketing materials highlighting the success of the program

Clinical Case Manager, The Mental Health Center of Greater Manchester (May 1993-May 1995).

- Directed interdisciplinary treatment for adults with severe mental illness and addiction disorders
- Provided individual, group and family psychotherapy; after-hours crisis intervention
- Helped clients access community resources, jobs, medical care, benefits and other necessities
- Assisted with ongoing research efforts

**Education**

Master of Business Administration, Franklin Pierce College, Concord, NH (2002).

Master of Social Work, Boston University, Boston, MA (1993).

Bachelor of Arts in Psychology, University of New Hampshire, Durham, NH (1991).

**Volunteer Experience**

NH Fiscal Policy Institute, Concord ,NH (2018-present)
Serve as Treasurer and member of the board of directors.

National Alliance on Mental Illness New Hampshire, Concord, NH (2007-2013). Served as member of Board of Directors for two consecutive terms. Served as NAMI Walks Chairperson 2007-2010, Vice President 2011-2012 and President 2012-2013.

Friends of Recovery New Hampshire, Manchester, NH (2003-2006). Served as Treasurer and member of Board of Directors.

Manchester Community Resource Center, Manchester, NH (2002-2006). Served as Treasurer and member of Board of Directors.

Youth sports coach, 2006-2017. Coached baseball, basketball, football and lacrosse for ages 5-13 in Goffstown, Dunbarton and Bow.

References available upon request.

# 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

## 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.

## 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.

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

**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.

**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

# 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.

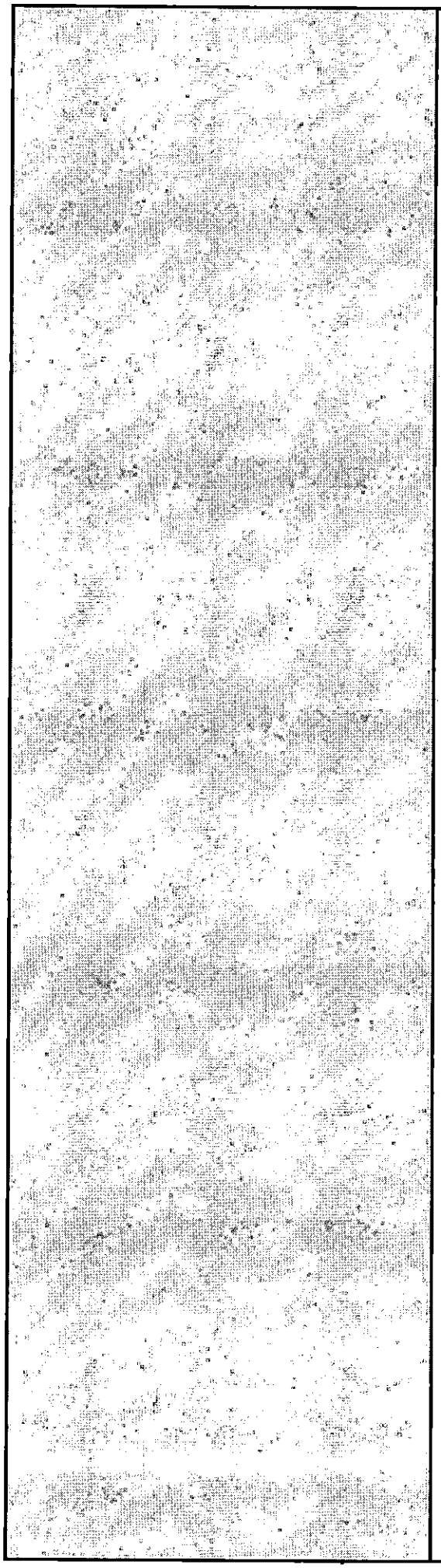
Ensure the effective delivery of diverse clinical services across community settings, office-based programs, and telehealth platforms.

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.



**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)

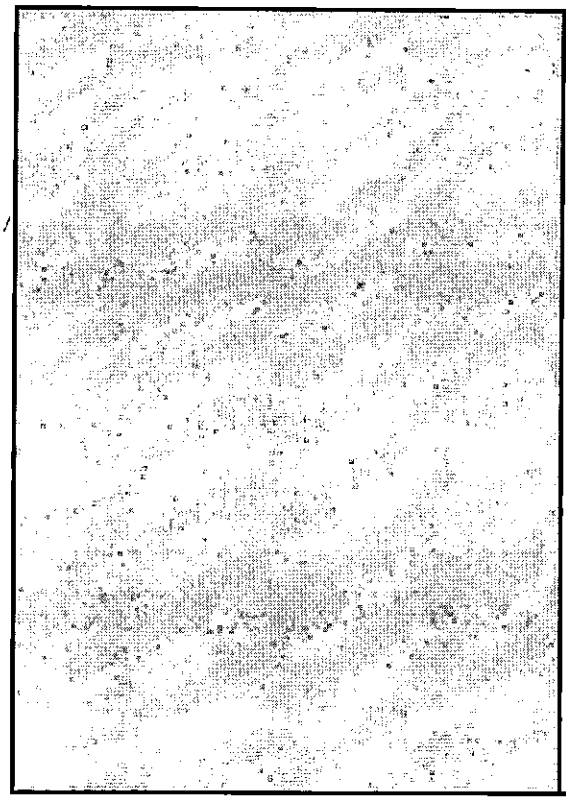
Provided case management, individual and family therapy services to children, adolescents and families.

Utilized and implemented EBP's (DBT-A, TF-CBT, RENEW).

Ensured documentation, and billing standards were met and exceeded.

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South Bay Mental Health-Lowell, Ma



2004-2005

**Fee for Service Therapist**

Provided therapy to children, adolescents and adults.

Developed various groups and provided group therapy.

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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.

## 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 |
| | | $ - | $ - |

ARC

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

The individual contracts were approved by Governor and Council as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23 (Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23 (Item #31)<br>A1: 6/12/24 (Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23 (Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23 (Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Department will continue to monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications, and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center of Greater Manchester, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms; Section 7.6, to read:

   7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $900,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.8. to read:

   7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding per SFY is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/19/2025
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

The Mental Health Center of Greater Manchester, Inc.

2/19/2025
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/21/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01'23 AM10:49 RCV

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.82% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 |
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 |

| | | | |
|---|---|---|---|
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B002 | Region 9 | $3,052,145 |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management | 174116-R001 | Region 10 | $5,972,669 |
| | | **Total:** | **$43,761,925** |

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)**

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| | | | *Subtotal* | $2,349,250 | $0 | $2,349,250 |

West Central Services, Inc (Vendor Code 177854-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,255,526 | $0 | $2,255,526 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,825 | $0 | $919,825 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,825 | $0 | $919,825 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 164112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | *Subtotal* | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,990,708 | $0 | $30,990,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

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The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

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Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | **Total Mental Health Data Collection** | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

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Financial Details

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

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Financial Details

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154460-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

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Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

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Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-6917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

**FORM NUMBER P-37 (version 12/11/2019)**

**Subject: Mental Health Services SS-2024-DBH-01-MENTA-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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>The Mental Health Center of Greater Manchester | | 1.4 Contractor Address<br>401 Cypress Street<br>Manchester, NH 03103-3628 | |
| 1.5 Contractor Phone Number<br>(603) 668-4111 | 1.6 Account Number<br>177184-B001 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$6,662,413 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Patricia Carty 0F988FB32E0E400...<br>Date: 5/23/2023 | | 1.12 Name and Title of Contractor Signatory<br>Patricia Carty President and CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox E0E0D5B8DC8D4F2...<br>Date: 5/24/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino 748734944941460...<br>On: 5/24/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials DS PC
Date 5/23/2023

**2. SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



Contractor Initials PC (DS)

Date 5/23/2023

**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



Contractor Initials PC (DS)

Date 5/23/2023

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 7.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

**3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

4.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

4.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

4.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**5. Division for Children, Youth and Families (DCYF)**

5.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

**6. Crisis Services**

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

6.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

6.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

6.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

6.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

6.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

6.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

6.7.2. One (1) peer.

6.7.3. Telehealth access, and on-call psychiatry, as needed.

6.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

6.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

6.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.10.1. The location of the crisis.

6.10.2. The safety plan either developed over the phone or on record from prior contact(s).

6.10.3. Any accommodations needed.

6.10.4. Treatment history of the individual, if known.

6.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

6.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

6.11.2. Does not fulfill emergency medication refills.

6.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

6.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

6.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

6.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

6.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

6.16.1. Face-to-face assessments.

6.16.2. Disposition and decision making.

6.16.3. Initial care and safety planning.

6.16.4. Post crisis and stabilization services.

6.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

6.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

6.19.1.1. In or at the individual's home.

6.19.1.2. Community settings.

6.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

6.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

6.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use.

Documented clinical rationale with administrative support when a mobile intervention is not provided;

6.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

6.19.6.1. Obtaining the individual's mental health history including, but not limited to:

6.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.19.6.1.2. Substance misuse.

6.19.6.1.3. Social, familial and legal factors;

6.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

6.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

6.19.6.4. Conducting a mental status exam.

6.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

6.19.7.1. Staying in place with:

6.19.7.1.1. Stabilization services.

6.19.7.1.2. A safety plan.

6.19.7.1.3. Outpatient providers;

6.19.7.2. Stepping up to crisis stabilization services or apartments.

6.19.7.3. Admission to peer respite or step-up/step-down program.

6.19.7.4. Admission to a crisis apartment.

6.19.7.5. Voluntary hospitalization.

6.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

6.19.7.7. Medical hospitalization.

6.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48)

hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.20.1. Promoting recovery.

6.20.2. Building upon life, social and other skills.

6.20.3. Offering support.

6.20.4. Reviewing crisis and safety plans.

6.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

6.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

6.21.3. Provided in the individual and family home, if requested by the individual;

6.21.4. Implemented using methods that include, but are not limited to:

6.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

6.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

6.21.4.2.1. Cognitive Behavior Therapy (CBT).

6.21.4.2.2. Dialectical Behavior Therapy (DBT).

6.21.4.2.3. Solution-focused therapy.

6.21.4.2.4. Developing concrete discharge plans.

6.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

6.22.1. Ensure outreach and educational activities may include, but are not limited to:

6.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

6.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

6.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

6.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

6.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

6.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

6.22.2.4. Coordinating with homeless outreach services.

6.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.23.1. Determine availability of the Rapid Response Teams;

6.23.2. Facilitate response of dispatched teams; and

6.23.3. Resolve the immediate crisis episode.

6.24. The Contractor shall maintain connection to the designated resource tracking system.

6.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

6.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

6.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

6.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

6.26.2.1. Number of unique individuals who received services.

6.26.2.2. Date and time of mobile arrival; and.

6.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

6.26.3.1. Diversions from hospitalizations.

6.26.3.2. Diversions from Emergency Rooms.

6.26.3.3. Services provided.

6.26.3.4. Location where services were provided.

6.26.3.5. Length of time service or services provided.

6.26.3.6. Whether law enforcement was involved for safety reasons.

6.26.3.7. Whether law enforcement was involved for other reasons.

6.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

6.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.26.3.10. Outcome of service provided, which may include but is not limited to:

6.26.3.10.1. Remained in home.

6.26.3.10.2. Hospitalization.

6.26.3.10.3. Crisis stabilization services.

6.26.3.10.4. Crisis apartment.

6.26.3.10.5. Emergency department.

6.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6.28. The Contractor shall provide four (4) Community Crisis Beds in an apartment setting, which serve as an alternative to hospitalization and/or institutionalization. The Contractor shall ensure:

6.28.1. Admissions to an apartment for Community Crises Beds are for providing brief psychiatric intervention in a community based environment structured to maximize stabilization and crisis reduction while minimizing the need for inpatient hospitalization;

6.28.2. Community Crisis Beds in an apartment:

6.28.2.1. Include no more than two (2) bedrooms per crisis apartment;

6.28.2.2. Are operated with sufficient clinical support and oversight, and peer staffing, as is reasonably necessary to prevent unnecessary institutionalization;

6.28.2.3. Have peer staff and clinical staff available to be onsite, 24 hours per day, seven days per week, whenever necessary, to meet individualized needs;

6.28.2.4. Are available to individuals 18 years and older on a voluntary basis and allow individuals to come and go from the apartment as needed to maintain involvement in and connection to school, work, and other recovery-oriented commitments and/or activities as appropriate to the individual's crisis treatment plan;

6.28.2.5. Are certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

6.28.2.5.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

6.28.2.5.2. Specific sleeping area designated for each individual;

6.28.2.5.3. Common areas shall not be used as bedrooms;

6.28.2.5.4. Storage space for each individual's clothing and personal possessions;

6.28.2.5.5. Accommodations for the nutritional needs of the individual; and

6.28.2.5.6. At least one (1) telephone for incoming and outgoing calls.

6.28.3. Crisis intervention, stabilization services, and discharge planning services are provided by the members of the rapid response team as clinically appropriate;

6.28.4. Ongoing safety assessments are conducted no less than daily;

6.28.5. Assistance with determining individual coping strengths in order to develop a crisis treatment recovery plan for the duration of the stay and a post-stabilization plan;

6.28.6. Coordination and provision of referrals for necessary psychiatric services, social services, substance use services and medical aftercare services;

6.28.7. An individual's stay at a crisis apartment is for no more than seven consecutive (7) days, unless otherwise approved in writing by the Department;

6.28.8. Transportation for individuals is provided from the site of the crisis to the apartment and to their home or other residential setting after stabilization has occurred;

6.28.9. Any staff member providing transportation has:

6.28.9.1. A valid driver's license;

6.28.9.2. A State inspected vehicle; and

6.28.9.3. Proof of vehicle insurance;

6.28.10. Provision of a list of discharge criteria from the crisis apartments and related policies and procedures regarding the apartment beds to the Department within thirty (30) days of the contract effective date for Department approval;

6.28.11. Peer Support Specialists engage individuals through methods including, but not limited to Intentional Peer Support (IPS); and

6.28.12. Reports are submitted to the Department for Crisis Apartments through the Phoenix reporting system that includes, but is not limited to:

6.28.12.1. Admission and Discharge Dates.

6.28.12.2. Discharge disposition (community or higher level of care).

6.28.12.3. Number of referrals refused for admission.

**7. Adult Assertive Community Treatment (ACT) Teams**

7.1. The Contractor shall maintain two (2) Adult ACT Teams both of which meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00am. The Contractor shall ensure:

7.1.1. Each Adult ACT Team delivers comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

7.1.2. Each Adult ACT Team is composed of at least ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent certified peer specialist;

7.1.3. Each Adult ACT Team includes an individual trained to provide substance misuse support services including competency in providing co-occurring groups, and individual sessions, and supported employment; and

7.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who has no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

7.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

7.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

7.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

7.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

7.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

7.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

7.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

7.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

7.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.4.4. Make a referral for an ACT assessment within (7) days of:

7.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

7.4.4.2. An individual being referred for an ACT assessment;

7.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

7.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

7.4.6.1. Extended hospitalization or incarceration.

7.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

7.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

7.4.7.1. To exceed caseload size requirements; or

7.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**8. Evidence-Based Supported Employment**

8.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

8.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

8.6.1. Job development.

8.6.2. Work incentive counseling.

8.6.3. Rapid job search.

8.6.4. Follow along supports for employed individuals.

8.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

8.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

8.7.1. Work with the Department to identify solutions to meet the demand for services; and

8.7.2. Implement such solutions within 45 days.

8.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor shall ensure SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**9. Coordination of Care from Residential or Psychiatric Treatment Facilities**

9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

9.1.1. Designate a different liaison for individuals being served through their children's services.

9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

9.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

9.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

9.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

9.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**10. Coordinated Care and Integrated Treatment**

10.1. Primary Care

10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

10.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

10.1.2.1. Monitor health;

10.1.2.2. Provide medical treatment as necessary; and

10.1.2.3. Engage in preventive health screenings.

10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

10.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

10.2. Substance Misuse Treatment, Care and/or Referral

10.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

10.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

10.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

10.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

10.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

10.3. Area Agencies

10.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

10.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

10.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

10.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

10.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

10.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

10.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

10.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies..

10.4. Peer Supports

10.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

10.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

10.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

10.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

10.5. Transition of Care with MCO's

10.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**11. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024).**

11.1. The Contractor shall participate in CCBHC planning activities that include:

11.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

11.1.2. Attending two (2) learning communities on a monthly basis;

11.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

11.1.4. Meeting monthly with planning consultant for technical assistance.

11.2. CCBHC Planning Consultant

11.2.1. The Contractor shall provide education, support, consultation and technical assistance to the six (6) CMHCs without federal CCBHC Implementation Grants as they work towards CCBHC implementation related to the following:

11.2.1.1. Developing a plan and timeline for the CCBHC self-assessment activities with these CMHCs;

11.2.1.2. Supporting the CMHCs to complete a CCBHC self-assessment tool defined by the department;

11.2.1.3. Leading 2 monthly learning communities with all NH CMHCs, including:

11.2.1.3.1. CCBHC Capabilities Learning Community; and

11.2.1.3.2. CCBHC Data collection, reporting and Quality Learning Community; and

11.2.1.4. Holding monthly meetings with the six (6) CMHC CCBHC team to review progress with goals and overcome barriers to achieving metrics by the end of the grant year;

11.2.1.5. Attending and report to the stakeholder advisory committee developed by NAMI New Hampshire; and

11.2.1.6. Attending and report to Department CCBHC Leadership team monthly.

**12. Deaf Services**

12.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

12.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

12.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

12.4. The Contractor shall ensure services are person-directed, which may result in:

12.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

12.4.2. Care being shared across the regions; or

12.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**13. Prohealth Coordinated and Collaborative Care Program (Through September 30, 2023)**

13.1. The Contractor shall provide population-level health, prevention, outreach, education, health and mental health screening, motivational enhancement, and referral to treatment for individuals including but not limited to youth and cultural and/or linguistic and sexual and/or gender minorities.

13.2. The Contractor shall incorporate person-centered health and mental health screenings with each individual's goals into to the intake, quarterly reassessments, treatment plans, shared plan of care, team meetings, and communications within the CMHC and Federally Qualified Health Center (FQHC).

13.3. The Contractor will continue to implement population health initiatives for individuals with more complex needs to achieve target behavioral and physical outcomes. The Contractor shall:

13.3.1. Utilize routine registries of individuals' behavioral and physical health indicators, referrals, and outcomes; and

13.3.2. Follow-up with individuals to provide motivational enhancement and referrals for case management, integrated services, and evidence-based practice (EBP) integrated treatment as described in this agreement, as needed when the individual's behavioral and physical health target outcomes are not met.

13.4. The Contractor shall re-engage individuals who begin to dis-engage from care, in order to prevent premature discharge, and assist with coordination tracking, follow-up, and integration of physical and behavioral health care for individuals with more complex needs.

13.5. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles as described by the Department that include, but are not limited to:

13.5.1. Care coordinator(s).

13.5.2. Community health worker(s) and peer expert(s).

13.5.3. Information technology support.

13.6. The Contractor shall submit reports and documentation to the Department that include, but are not limited to:

13.6.1. Real-time and quarterly reports of de-identified and aggregate data which is collected in collaboration with and submitted to the Department or a contracted designee of the Department, and the SAMHSA through secure portals.

13.6.2. Written documentation of self-assessment that demonstrates that the partnership is pursuing the requirements of the Interoperability and Portability Act Stage 2 of meaningful use.

13.6.3. Written documentation of self-assessment that reflects plans to mirror certification or national accreditation standards in the delivery of coordinated, collaborative, and integrated care.

**14. Prohealth Integrated Home Health (Through September 30, 2023)**

14.1. The Contractor shall provide a person-centered Integrated Health Home aligned with a health integration model described by SAMHSA to ensure integrated delivery of services to individuals with Serious Mental Illness (SMI), Serious Persistent Mental Illness (SPMI), and/or Serious Emotional

Disturbance (SED) by a multidisciplinary team of health and mental health professionals that include, but are not limited to:

14.1.1. Primary care service providers.

14.1.2. Community behavioral health care service providers.

14.1.3. Wellness service providers.

14.2. The Contractor shall provide co-located FQHC-delivered integrated primary care screenings, detection, treatment planning, and treatment of physical health conditions.

14.3. The Contractor shall deliver well-child and well-adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.

14.4. The Contractor shall deliver, or refer individuals to, evidence-based practice (EBP) treatment services and integrated treatment, as needed, based on the outcomes of the physical health and wellness screenings and assessments.

14.5. The Contractor shall deliver integrated evidence-based screenings, treatment planning and treatment to individuals with behavioral health conditions with SMI, SPMI, and/or SED at evidence-based intervals.

14.6. The Contractor shall screen individuals for:

14.6.1. Trauma, depression and substance misuse;

14.6.2. Medication misuse;

14.6.3. Involvement or interest in employment and/or education;

14.6.4. Need for Adult ACT Team services; and

14.6.5. Desire for symptom management.

14.7. The Contractor shall provide EBP mental health services to individuals with SMI, SPMI, and/or SED in a stepped approach that ensures feasibility and high quality program implementation. The Contractor shall ensure services include, but are not limited to:

14.7.1. Illness Management and Recovery.

14.7.2. Trauma Focused Cognitive Behavioral Therapy.

14.7.3. Pharmacological treatment promoting the use of Decision Aid for Psychopharmacology.

14.8. The Contractor shall maintain staff or subcontractors at the FQHC with experience, credentials, and roles, as described by the Department, that include, but are not limited to:

14.8.1. Site project director.

14.8.2. Primary care advanced practice nurse or provider(s).

14.8.3. Primary care medical assistant(s).

14.8.4. Interview and data entry staff.

14.9. The Contractor shall submit documentation and reports to the Department that include, but are not limited to:

14.9.1. Quarterly reports, due by the fifteenth (15) day of the month prior to the close of the quarter, that include brief narratives of progress, training, and plans, policies, procedures, templates, and guidance changed to align with integration and wellness, in a format requested by the Department.

14.9.2. Quarterly reports of aggregated medical history and primary care provider and quarterly documented contact with primary care provider, past year physical exam and wellness visit documentation, in collaboration with and submitted to the Department or a contracted designee of the Department in a format and transmittal approved by the Department.

14.9.3. Quarterly reports of de-identified height, weight, body mass index (BMI), waist circumference, blood pressure, tobacco use and/or breath carbon monoxide, plasma glucose, and lipid documentation from the SAMHSA SPARS portal.

14.9.4. Quarterly quality improvement plans.

14.9.5. Quarterly reports on plans for sustainability that identify the policy and financing changes required to sustain project activities.

**15. Prohealth Wellness Interventions and Health Counseling (Through September 30; 2023)**

15.1. The Contractor shall provide individuals with, or refer individuals to, wellness programs that include multiple options tailored to individuals and that include health coaches to assist individuals with selecting options that best match individual needs and interests.

15.2. The Contractor shall ensure options include, but are not limited to:

15.2.1. One-time brief Motivational Enhancement interventions; Let's Talk About Smoking (LTAS), Vaping Education, Let's Talk About Feeling Good (LTAFG), and health education.

15.2.2. Access to medications associated with wellness interventions, including, but not limited to:

15.2.2.1. Nicotine replacement therapy (NRT).

15.2.2.2. NRT starter packs.

15.2.2.3. Onsite prescribing and pharmacy to maintain NRT supply.

15.2.2.4. Access other smoking cessation medication, which may include but is not limited to, varenicline and/or bupropion.

15.2.3. An individual one-time prevention contact and population level prevention initiatives that include materials for motivational enhancement, resources, and referrals for youth younger than sixteen (16) years of age.

15.2.4. The Breathe Well Live Well (BWLW) program with Care2Quit designed for smokers with SMI, SPMI, or SED, and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and quit attempts. The Contractor shall ensure BWLW includes counseling of an individual in the natural support system of the individual using Care2Quit curriculum, referral for cessation pharmacotherapy, and incentives for participation and quit attempts.

15.2.5. The Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI, SPMI, and/or SED who are overweight or obese and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and acquisition of healthy habits and weight management. The Contractor shall ensure HCHC includes:

15.2.5.1. A gym membership for twelve (12) months;

15.2.5.2. A wellness specialist and an InSHAPE health mentor;

15.2.5.3. A Weight Watchers membership for one (1) year;

15.2.5.4. The Weight Watchers mobile application for individuals who are 18 years of age and older or the MyFitnessPal mobile application for youth younger than 18 years of age; and

15.2.5.5. A structured incentives program for participation and initiating behavior change.

15.2.6. Referrals and facilitated community engagement in wellness treatment services, including but not limited to:

15.2.6.1. A web-based application and text subscriptions.

15.2.6.2. New Hampshire Helpline telephone counseling services.

15.2.6.3. MyLifeMyQuit.

15.2.6.4. Tobacco and obesity education.

15.2.6.5. Diabetes education programs.

15.2.6.6. Other related programs in this agreement based on the outcomes of health screening and treatment planning goals identified above.

15.3. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles, as described by the Department, that include but are not limited to:

15.3.1. Wellness specialist(s).

15.3.2. Health mentor(s).

**16. Cypress Center**

16.1. The Contractor shall operate a Designated Receiving Facility (DRF) as outlined in New Hampshire Administrative Rule He-M 405, Designation of Receiving Facilities, on Cypress Street in Manchester, NH.

16.2. The Contractor shall ensure the DRF works in conjunction with regional Community Mental Health programs and providers to ensure crisis unit beds for individuals who are in need of involuntary admission for any of the following purposes:

16.2.1. Involuntary emergency admission (IEA) pursuant to NH RSA 135-C: 27-33 beginning with initial custody and continuing through the day following the probable cause hearing;

16.2.2. IEA for the period of such admission following the probable cause hearing; or

16.2.3. Non-emergency involuntary admission (IA) pursuant to NH RSA 135-C 34-54.

16.3. The Contractor shall work collaboratively with Community Mental Health programs and providers to provide case coordination, including:

16.3.1. Coordination of patient evaluation;

16.3.2. Treatment planning;

16.3.3. Discharge plans that include ongoing services and supports; and

16.3.4. Following all discharge criteria as outlined in NH Administrative Rule He-M 405.

16.4. The Contractor shall not refuse admission of a person sent to the DRF facility pursuant to NH RSA 135-C 28 or 36-45, unless there are no beds available at the time of admission.

16.5. The Contractor shall maintain staffing as outlined in NH Administrative Rule He-M 405.11, or, if at any time staffing is not maintained, send immediate notification to the Department to jointly develop a staffing plan.

16.6. At the Department's discretion, the Contractor shall participate in quality assurance reviews that may be conducted for determination of the compliance or non-compliance of the DRF with NH Administrative Rule He-M 405 and all other applicable Department rules. The Contractor shall:

16.6.1. Participate and maintain a quality improvement plan based on any findings from the review;

16.6.2. Ensure Department access to the quality improvement plan, which will be overseen by the Department;

16.6.3. Develop new, or revise current, quality improvement plans with the Department; and

16.6.4. Provide quarterly updates to any findings by the Department.

16.7. The Contractor shall participate in quarterly DRF meetings to collaborate with the Department and other DRFs within the State of NH to ensure:

16.7.1. Ongoing service needs are met; and

16.7.2. Improvement in services and statewide collaboration focus on reducing psychiatric admission waitlists.

**17. CANS/ANSA or Other Approved Assessment**

17.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

17.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

17.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

17.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

17.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

17.3.1. Utilized to develop an individualized, person-centered treatment plan;

17.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

17.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

17.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

17.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

17.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

17.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

17.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**18. Pre-Admission Screening and Resident Review**

18.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

18.2. Upon request by the Department, the Contractor shall:

18.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

18.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

18.2.2.1. Requires nursing facility care; and

18.2.2.2. Has active treatment needs.

**19. Application for Other Services**

19.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

19.1.1. Medicaid.

19.1.2. Medicare.

19.1.3. Social Security Disability Income.

19.1.4. Veterans Benefits.

19.1.5. Public Housing.

19.1.6. Section 8 Subsidies.

19.1.7. Child Care Scholarship.

**20. Community Mental Health Program (CMHP) Status**

20.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

20.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**21. Quality Improvement**

21.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

21.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

21.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

21.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

21.3.1. Submit all required information in a format provided by the Department or contracted vendor;

21.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

21.3.3. Support all efforts of the Department to conduct the survey;

21.3.4. Promote survey participation of individuals sampled to participate; and

21.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

21.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

21.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**22. Maintenance of Fiscal Integrity**

22.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

22.1.1. Balance Sheet;

22.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

22.1.2.1. All revenue sources and expenditures; and

22.1.2.2. A budget column allowing for budget to actual analysis;

22.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

22.1.3.1. All revenue sources and all related expenditures for the Program; and

22.1.3.2. A budget column allowing for budget to actual analysis; and

22.1.4. Cash Flow Statement.

22.2. 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.

22.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

22.3.1. Days of Cash on Hand:

22.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

22.3.1.2. 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.

22.3.1.3. Performance Standard: The Contractor shall have enough,cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

22.3.2. Current Ratio:

22.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

22.3.2.2. Formula: Total current assets divided by total current liabilities.

22.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

22.3.3. Debt Service Coverage Ratio:

22.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

22.3.3.2. Definition: The ratio of net income to the year to date debt service.

22.3.3.3. 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.

22.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

22.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

22.3.4. Net Assets to Total Assets:

22.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

22.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

22.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

22.3.4.4. Source of Data: The Contractor's monthly financial statements.

22.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

22.4. In the event that the Contractor does not meet either:

22.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

22.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

22.4.2.1: Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

22.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

22.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

22.5.1. 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.

22.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

22.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

22.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

22.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**23. Reduction or Suspension of Funding**

23.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

23.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

23.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

23.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

23.3.2. Crisis services for all individuals.

23.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

23.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**24. Elimination of Programs and Services by Contractor**

24.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

24.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

24.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

24.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed

program change(s) so long as proper notification to eligible individuals is provided.

24.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

24.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**25. Data Reporting**

25.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

25.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

25.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

25.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

25.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

25.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

25.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

25.6.2. Ensuring data files and records are consistent with reporting specification requirements.

25.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

25.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

25.6.5. Participating in Departmental efforts for system-wide data quality improvement.

25.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

25.6.6.1. All data is formatted in accordance with the file specifications;

25.6.6.2. No records will reject due to illegal characters or invalid formatting; and

25.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

25.7. The Contractor shall meet the following standards:

25.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

25.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 25.8.

25.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

25.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

25.8.1. The waiver length shall not exceed 180 days.

25.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

25.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

25.8.4. Failure of the Contractor to implement the plan may require:

25.8.4.1. Another plan; or

25.8.4.2. Other remedies, as specified by the Department.

**26. Privacy Impact Assessment**

26.1. 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:

26.1.1. How PII is gathered and stored;

26.1.2. Who will have access to PII;

26.1.3. How PII will be used in the system;

26.1.4. How individual consent will be achieved and revoked; and

26.1.5. Privacy practices.

26.2. 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.

**27. The Institutional Review Board (IRB)**

27.1. The Contractor shall manage the IRB to facilitate IRB review of all research applications in accordance with FDA regulations to make determinations to approve, require modifications in (to secure approval), or disapprove proposals that involve research on individuals with mental illness on behalf of the Department. The Contractor shall ensure the personnel provided include:

27.1.1. One (1) part-time administrator; and

27.1.2. One (1) part-time secretary.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 2.75% Federal funds, PROHEALTH NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.2. 2.08% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 94.94% General funds.
   1.4. .23% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor

will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 3,540.00 | $ 3,540.00 | $ 7,080.00 |
| Rapid Response Crisis Services | $ 1,768,077.00 | $ 1,768,077.00 | $ 3,536,154.00 |
| Mobile Crisis Apartments Occupancy | $ 143,000.00 | $ 143,000.00 | $ 286,000.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 450,000.00 | $ 450,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 12,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| Interpreter Services Funding | $ 14,000.00 | $ 14,000.00 | $ 28,000.00 |
| IRB Funding | $ 63,000.00 | $ 63,000.00 | $ 126,000.00 |
| Cypress Center Funding | $ 675,000.00 | $ 675,000.00 | $ 1,350,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ 5,300.00 |
| ProHealth NH Grant | $ 183,417.00 | $ - | $ 183,417.00 |
| Community Behavioral Health Clinic (Self-Assesment) | $ 94,633.00 | $ - | $ 94,633.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,829.00 | $ - | $ 43,829.00 |
| Total | $3,497,296.00 | $3,165,117.00 | $6,662,413.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-2, Budget through Exhibit C-3 Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Crisis Apartments Occupancy: The Contractor shall invoice the Department for the prior month based on the number of beds, the number of days in that month and the daily rate of ***$97.94.*** At the end of each quarter the Department will conduct a review of occupancy rates of crisis apartments. The Department may recoup funding to the actual average occupancy rate for the quarter, in whole or in part, if the occupancy rate, on average, is less than 80%.

7.6. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $12,500 |

7.7. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|

| | | |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.9. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

7.10. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.11. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.12. The Institutional Review Board (IRB): The contractor shall utilize funds to pay for one (1) part-time administrator and one (1) part-time secretary to administer the IRB.

7.13. Cypress Center: Funding to support programming as outlined in Exhibit B, Scope of Services.

7.14. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program | $5,000.00 |
| Indirect Costs (not to exceed 6%) | $300.00 |
| **Total** | **$5,300.00** |

7.15. ProHealth NH: Payment for ProHealth services shall be made monthly throughout the duration of the grant period, which ends September 29, 2023 as follows:

7.15.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of programming as outlined in Exhibit B, Scope of Services, and shall be in accordance with Exhibit C-1, Budget.

7.15.2. The Contractor agrees to keep records of their activities related to Department programs and services.

7.16. Certified Community Behavioral Health Clinic (CCBHC) Planning: Funding to support CCBHC planning efforts and specific staff provisions available as specified in Exhibit B, Scope of Services. Funds are available through March 30, 2024.

7.17. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street

Concord, NH 03301

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

    13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

        13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

        13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

        13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

    13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

        13.2.1. 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.

    13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | The Mental Health Center of Greater Manchest | |
| **Budget Request for:** | Mental Health Services (Prohealth) | |
| **Budget Period** | 7/1/2023-6/30/2024 | |
| **Indirect Cost Rate (if applicable)** | 0.097897786 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $103,602 | $233,220 |
| 2. Fringe Benefits | $32,160 | $81,627 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $3,500 | $2,000 |
| 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 | $0 | $0 |
| 6. Travel | $500 | $1,500 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $6,600 | $11,375 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Client Evaluations | $10,500 | $12,185 |
| Insurances | $1,000 | $2,280 |
| Telecommunications | $5,500 | $13,700 |
| Occupancy | $3,700 | $15,000 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $167,062 | $372,887 |
| | | |
| Total Indirect Costs | $16,355 | $37,288 |
| | | |
| **TOTAL** | $183,417 | $410,175 |

Contractor: PL (DS) _____

Date: 5/23/2023

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Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | The Mental Health Center of Greater Manchest | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2023-6/30/2024 | |
| **Indirect Cost Rate (if applicable)** | 0.099423962 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $1,122,181 | $1,760,000 |
| 2. Fringe Benefits | $312,872 | $535,500 |
| 3. Consultants | $20,000 | $15,000 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $10,000 | $12,000 |
| 5.(a) Supplies - Educational | $1,000 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 |
| 5.(d) Supplies - Medical | $39,200 | $42,500 |
| 5.(e) Supplies Office | $25,000 | $39,500 |
| 6. Travel | $1,500 | $23,000 |
| 7. Software | $12,000 | $15,000 |
| 8. (a) Other - Marketing/ Communications | $3,000 | $4,000 |
| 8. (b) Other - Education and Training | $0 | $0 |
| Mobile Crisis Apartements Occupancy | $143,000 | $50,000 |
| Other Professional Fees | $10,000 | $17,500 |
| Occupancy & Depreciation | $19,500 | $72,500 |
| General & Liability Insurances | $19,000 | $5,500 |
| Other (please specify) | $0 | $165,000 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,738,253 | $2,757,000 |
| | | |
| Total Indirect Costs | $172,824 | $275,700 |
| | | |
| **TOTAL** | $1,911,077 | $3,032,700 |

Contractor: PC (DS)



Date: 5/23/2023

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Exhibit C-3 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | The Mental Health Center of Greater Manchest | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2024-6/30/2025 | |
| **Indirect Cost Rate (if applicable)** | 0.099423962 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $1,032,181 | $1,777,600 |
| 2. Fringe Benefits | $312,872 | $538,305 |
| 3. Consultants | $20,000 | $15,000 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $10,000 | $15,000 |
| 5.(a) Supplies - Educational | $1,000 | $0 |
| 5.(b) Supplies - Lab | $0 | $0 |
| 5.(c) Supplies - Pharmacy | $0 | $0 |
| 5.(d) Supplies - Medical | $39,200 | $42,500 |
| 5.(e) Supplies Office | $25,000 | $39,500 |
| 6. Travel | $15,000 | $23,000 |
| 7. Software | $12,000 | $15,000 |
| 8. (a) Other - Marketing/ Communications | $3,000 | $4,000 |
| 8. (b) Other - Education and Training | $76,500 | $165,000 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| | | |
| Other Professional Fees | $10,000 | $17,500 |
| Occupancy & Depreciation | $19,500 | $50,000 |
| General & Liability Insurance | $19,000 | $5,500 |
| Mobile Crisis Apartments Occupancy | $143,000 | $75,000 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,738,253 | $2,782,905 |
| | | |
| Total Indirect Costs | $172,824 | $278,290 |
| | | |
| **TOTAL** | $1,911,077 | $3,061,195 |

Contractor: PC (DS)



Date: 5/23/2023

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



Vendor Initials PC

Date 5/23/2023

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

Vendor Initials PC
Date 5/23/2023

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Contractor Initials PC

Date 5/23/2023

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
0F988F433E0E404...
Name: Patricia Carty
Title: President and CEO



DS
PC
Contractor Initials

5/23/2023
Date

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

**New Hampshire Department of Health and Human Services**
**Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO



Contractor Initials PC
Date 5/23/2023

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

**(1) Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Contractor Initials PC

Date 5/23/2023

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Contractor Initials PC

Date 5/23/2023

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| Department of Health and Human Services | MHCGM |
|---|---|
| The State | Name of the Contractor |
| 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 |
| 5/24/2023 | 5/23/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:.
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: MHCGM

5/23/2023
Date

DocuSigned by:
Patricia Carty
Name: Patricia Carty
Title: President and CEO

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: UGX7KNMNHU24

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $7,863,517

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.



Contractor Initials DS DC
Date 6/3/2025

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/3/2025
Date

Signed by:
Kaja Fox
2ADEEC7D61884F3...
Name: Kaja Fox
Title: Director

Seacoast Mental Health Center, Inc.

6/3/2025
Date

DocuSigned by:
Jay Couture
A0852D2454F1468...
Name: Jay Couture
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/2025
Date

DocuSigned by:
Robyn Guarino
748734844941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 8.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

**2. System of Care for Children's Mental Health**

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Rehabilitation for Empowerment, Education, and Work ("RENEW") Sustainability**

4.1. The Contractor must provide the RENEW intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services in accordance with the University of New Hampshire (UNH) - Institute on Disability (IOD) model.

4.2. The Contractor must ensure RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1-3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the individuals.

4.3. The Contractor must obtain support and coaching as needed from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

5. **Division for Children, Youth and Families (DCYF)**

5.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**6. Crisis Services**

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

6.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

6.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

6.2.2. Included in Rapid Response reporting or data related to Rapid Response.

6.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

6.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 24, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

6.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

6.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF)

unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

6.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH.

6.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 6.28.2.

6.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

6.9.1. Peer support specialists.

6.9.2. Bachelor's level provider.

6.9.3. Other Rapid Response crisis trained provider.

6.9.4. Master's level provider.

6.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

6.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

6.11.1. Case consultation;

6.11.2. Emergency medication management, as determined by the prescriber;

6.11.3. Telehealth or video evaluation; and

6.11.4. Conditional Discharge Revocation Process.

6.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

6.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

6.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.14.1. The location of the crisis.

6.14.2. The safety plan either developed over the phone or on record from prior contact(s).

6.14.3. Any accommodations needed.

6.14.4. Treatment history of the individual, if known.

7.14.5. Does not fulfill emergency medication refills.

6.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

6.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

6.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

6.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

6.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

6.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

6.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

6.21.1. Subsequent deployment of a Rapid Response Team to the community.

6.21.2. Telehealth interventions including but not limited to phone, text, and video).

6.21.3. Stabilization appointments.

6.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

6.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

6.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

6.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

6.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration, and/or institutionalization. The Contractor must ensure services include, but are not limited to:

6.25.1. Face-to-face assessments.

6.25.2. Disposition and decision-making.

6.25.3. Initial care and safety planning.

6.25.4. Post crisis and stabilization services.

6.25.5. Follow-up support.

6.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

6.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

6.28.1.1. In or at the individual's home.

6.28.1.2. Community settings.

6.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

6.28.2.1. Jails.

6.28.2.2. Schools.

6.28.2.3. Clinics.

6.28.2.4. Fire Departments.

6.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

6.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

6.28.4. Rapid Response Teams are prohibited from declining service due to distance.

6.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-I, provided no other available team has been identified by the Access Point;

6.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

6.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

6.28.7.1. Documented clinical rationale;

6.28.7.2. Administrative support; and

6.28.7.3. Phoenix reporting.

6.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.28.9. A face-to-face assessment as needed that includes, but is not limited to:

6.28.9.1. Assessment related to homicide and/or suicide risk.

6.28.9.2. Full mental health history including, but not limited to:

6.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.28.9.2.2. Substance use history.

6.28.9.2.3. Social, familial, environmental, and legal factors.

6.28.9.2.4. Presenting symptoms and onset of crisis.

6.28.9.3. Obtaining medication list, adherence to prescribed medications.

6.28.9.4. Brief medical history.

6.28.9.5. Mental status exam.

6.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

6.28.10.1. Staying in place with:

6.28.10.1.1. Stabilization services;

6.28.10.1.2. A safety plan; and/or

6.28.10.1.3. Follow-up with existing outpatient providers.

6.28.10.2. Stepping up to crisis stabilization services.

6.28.10.3. Admission to peer respite or step-up/step-down program.

6.28.10.4. Voluntary hospitalization.

6.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

6.28.10.6. Medical hospitalization.

6.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.29.1. Promoting recovery.

6.29.2. Building upon life, social, and other skills.

6.29.3. Offering support.

6.29.4. Reviewing crisis and safety plans.

6.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

6.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

6.30.3. Provided in the individual and family home, if requested by the individual;

6.30.4. Implemented using methods that include, but are not limited to:

6.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

6.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

6.30.4.2.1. Cognitive Behavior Therapy (CBT);

6.30.4.2.2. Dialectical Behavior Therapy (DBT);

6.30.4.2.3. Solution-focused therapy;

6.30.4.2.4. Developing concrete discharge plans; and

6.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

6.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

6.31.2. Engage in various outreach and educational activities including, but not limited to:

6.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

6.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

6.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

6.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

6.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

6.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

6.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

6.32.5. Coordinating with homeless outreach services.

6.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.33.1. Determine availability of the Rapid Response Teams;

6.33.2. Facilitate mobile response of dispatched teams; and

6.33.3. Resolve the immediate crisis episode.

6.34. The Contractor must maintain connection to the designated resource tracking system.

6.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

6.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

6.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

6.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

6.36.2.1. Number of unique individuals who received services.

6.36.2.2. Date and time of mobile arrival.

6.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

6.36.3.1. Diversions from hospitalizations.

6.36.3.2. Diversions from Emergency Rooms.

6.36.3.3. Services provided.

6.36.3.4. Location where services were provided.

6.36.3.5. Length of time service or services provided.

6.36.3.6. Whether law enforcement was involved for safety reasons.

6.36.3.7. Whether interpretation services or language support services were required.

6.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

6.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.36.3.10. Outcome of service provided, which may include, but is not limited to:

6.36.3.10.1. Remained in home.

6.36.3.10.2. Hospitalization.

6.36.3.10.3. Crisis stabilization services.

6.36.3.10.4. Crisis center services.

6.36.3.10.5. ED.

6.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

**7. Adult Assertive Community Treatment (ACT) Teams**

7.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

7.2. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

7.3. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

7.3.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

7.3.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

7.3.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

7.3.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

7.4. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

7.5. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

7.6. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

7.6.1. Extended hospitalization or incarceration.

7.6.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

7.7. The Contractor must report its level of staff compliance with the above listed requirements on a monthly basis in a format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor must:

7.7.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.7.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

7.7.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.7.4. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

**8. Individual Placement and Support - Supported Employment (IPS-SE)**

8.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

8.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

8.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

8.4.1. Work with the Department to identify solutions to meet the demand for services; and

8.4.2. Implement such solutions within 45 days.

8.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor must, unless otherwise approved by the Department, ensure IPS-SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS-SE Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**9. Critical Time Intervention**

9.1. Critical Time Intervention (CTI)

9.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

9.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

9.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

9.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

9.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals

who meet criteria as they relate to the transition, as determined by the Department.

9.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

9.1.3.1. Individuals receive services over a period of nine (9) months;

9.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

9.1.3.3. Services decrease in intensity as the service period progresses.

9.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval before implementing any changes.

9.1.5. The Contractor must complete CTI program quality improvement reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

9.1.5.1. Revising or developing policies and procedures.

9.1.5.2. Participating in training.

9.1.5.3. Completing quality improvement plans in a format approved by the Department.

9.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

9.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

9.1.7.1. Individual and organizational challenges;

9.1.7.2. Progress; and

9.1.7.3. Opportunities.

9.1.8. The Contractor must establish and maintain effective working relationships with various local supports including, but not limited to:

9.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

9.1.8.2. Community Mental Health Centers, statewide.

9.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

9.1.8.4. Landlords.

9.1.8.5. Local Businesses.

9.1.8.6. Community Action Program agencies.

9.1.8.7. Peer Support Agencies.

9.1.8.8. Educational Institutions.

9.1.8.9. Public Assistance Agencies.

9.1.8.10. Local Welfare Offices.

9.1.8.11. Public Health Departments.

9.1.8.12. Transportation providers.

9.1.8.13. Faith-based organizations.

9.1.8.14. Refugee associations.

9.1.8.15. Health clubs.

9.1.8.16. Other social support organizations.

9.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

9.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

9.1.10.1. ED visits.

9.1.10.2. Inpatient services to resolve crisis as they arise.

9.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

9.1.10.4. Rapid Response.

9.1.10.5. The Doorways.

9.1.10.6. NH Peer Support Agencies

9.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

9.2. Pre-CTI Services

9.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

9.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

9.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

9.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

9.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

9.2.4.2. Meet with the individual as often as needed, to:

9.2.4.2.1. Assess their needs; and

9.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

9.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

9.2.5.1. Review the individual's treatment history;

9.2.5.2. Identify existing community supports; and

9.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

9.2.5.3.1. Income.

9.2.5.3.2. Access to health care, including:

9.2.5.3.2.1. Health care services;

9.2.5.3.2.2. Mental health services;

9.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

9.2.5.3.2.4. Insurance coverage.

9.2.5.3.3. Diet and exercise.

9.2.5.3.4. Education.

9.2.5.3.5. Employment.

9.2.5.3.6. Family and social supports.

9.2.5.3.7. Housing arrangements.

9.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan

template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

9.2.6.1. Documenting the individual's recovery and transition goals;

9.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

9.2.6.3. Assisting with linkages to community supports as necessary.

9.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

9.2.6.5. Identifying barriers to success; and

9.2.6.6. Providing assistance with barrier resolution.

9.3. Phase One (1) CTI Services

9.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

9.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

9.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

9.3.2.1.1. Health care appointments.

9.3.2.1.2. Mental health appointments.

9.3.2.1.3. Recovery and substance use treatment sessions.

9.3.2.1.4. Dental appointments.

9.3.2.1.5. Other appointments relative to life skills.

9.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

9.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

9.3.2.4. Attending meetings or appointments as requested by the individual.

9.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

9.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

9.4. Phase Two (2) CTI Services

9.4.1. The Contractor must provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

9.4.2. The Contractor must reassess the individual's needs and update the Phase Plan.

9.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

9.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

9.4.3.2. Assisting with self-advocacy.

9.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

9.4.5. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

9.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

9.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

9.4.7.1. Faith and/or spiritual programs.

9.4.7.2. Physical fitness programs.

9.4.7.3. Social clubs.

9.4.7.4. Creative art programming.

9.4.7.5. Education.

9.4.7.6. Employment.

9.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

9.5. Phase Three (3) CTI Services

9.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

9.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within

the CTI Manual.

9.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community by developing a long-term plan to:

9.5.3.1. Manage their support network independently: and

9.5.3.2. Achieve recovery goals that remain outstanding.

9.5.4. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

9.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

9.5.5.1. Acknowledge achievements over the past 9 months; and

9.5.5.2. Ensure the individual can function independently with their support network.

9.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

9.5.6.1. The steps the individual made that indicate their ability to manage their support network independently;

9.5.6.2. The individual's recovery and transition goals;

9.5.6.3. The individual's experience in CTI;

9.5.6.4. Initial Risk Assessment;

9.5.6.5. Barriers to the Intervention; and

9.5.6.6. A summary of the CTI Intervention.

9.6. CTI Program Inactive, Reactivated, and Closed Statuses

9.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

9.6.1.1. Inactive Status

9.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

9.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to indicate the inactive status,

based on the Contractor's documentation requirements and/or procedures.

9.6.1.1.3. The CTI Supervisor must:

9.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

9.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

9.6.1.1.3.3. Note the individual did not complete the program in the EHR.

9.6.1.2. Reactivated Status

9.6.1.2.1. An individual must be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

9.6.1.2.2. Once the individual is reactivated, the CTI Supervisor must reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

9.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

9.6.1.2.4. The CTI Coach must update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

9.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

9.6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

9.6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

9.6.1.3. Closed Status

9.6.1.3.1. An individual must be considered closed if the individual:

9.6.1.3.1.1. Moved out of state, or the catchment area;

9.6.1.3.1.2. Passed away;

9.6.1.3.1.3. Is hospitalized for an extended period of time as determined by the Contractor;

9.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

9.6.1.3.1.5. Is incarcerated; or

9.6.1.3.1.6. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's closing policy.

9.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

9.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

9.6.1.3.4. If the individual becomes eligible for CTI again, the Contractor must ensure they are allowed to receive the service.

9.7. CTI Supervisory Scope of Work

9.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

9.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

9.7.3. The Contractor must ensure the CTI Supervisor conducts bi-weekly one-on-one supervision with CTI workers. The Contractor must ensure one-on-one supervision outcomes are documented on the CTI Team

Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

9.7.3.1. Bi-weekly documentation on required forms that include the:

9.7.3.1.1. Weighted caseload tracker;

9.7.3.1.2. Phase date form; and

9.7.3.1.3. CTI Team Supervision form; and

9.7.3.2. CTI worker's fidelity efforts; and

9.7.3.3. CTI worker's barriers to securing community services and supports for CTI participants.

9.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

9.7.4.1. New Hampshire Hospital (NHH) Liaison

9.7.4.2. Designated Receiving Facility (DRF)

9.7.4.3. Crisis-related meeting representation and support.

9.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

9.8. CTI Flexible Needs

9.8.1. When no other payer is available, the Contractor must offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

9.8.1.1. Groceries.

9.8.1.2. Transportation.

9.8.1.3. Childcare.

9.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

9.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

9.8.1.6. Other uses pre-approved in writing by the Department.

9.9. CTI Staffing

9.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

9.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.3. Four (4) Full Time Equivalent (FTE) level CTI Workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

9.9.1.4. One (1) 0.5 FTE CTI Supervisor.

9.9.2. The Contractor must ensure all CTI staff:

9.9.2.1. Complete the CTI model training;

9.9.2.2. Attend CTI Team meeting; and

9.9.2.3. Attend Community of Practice (CoP) meetings.

9.9.3. The Contractor must participate in training and skill deployment, as requested by the Department, which includes:

9.9.3.1. A one (1) day CTI worker training;

9.9.3.2. A one (1) day CTI supervisor training;

9.9.3.3. Assist in co-facilitating CTI staff training;

9.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

9.9.3.5. Complementary trainings to CTI staff.

**10. Coordination of Care from Residential or Psychiatric Treatment Facilities**

10.1. The Contractor must designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community.

10.2. The Contractor may designate a different liaison for individuals being served through their children's services.

10.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

10.5. The Contractor must work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.6. The Contractor must make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days

per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**12. Coordinated Care and Integrated Treatment**

12.1. Primary Care

12.1.1. The Contractor must request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor must support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

12.2. Substance Misuse Treatment, Care and/or Referral

12.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

12.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

12.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

12.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

12.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

12.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

12.3. Area Agencies

12.3.1. The Contractor must collaborate with the Area Agency that serves the region to address processes that include:

12.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

12.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

12.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

12.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

12.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually

diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V-TR;

12.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

12.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

12.4. Peer Supports

12.4.1. The Contractor must actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

12.4.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

12.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

12.4.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

12.5. Transition of Care with MCO's

12.5.1. The Contractor must ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**13. Deaf Services**

13.1. The Contractor must work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

13.2. The Contractor must work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

13.3. The Contractor must ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

13.4. The Contractor must ensure services are person-directed, which may result in:

13.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

13.4.2. Care being shared across the regions; or

13.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**14. Referral, Educations, Assessment, Prevention (REAP) and Enhanced REAP**

14.1. The Contractor must provide a statewide community-based education and brief intervention-counseling program in accordance with protocols and policies approved by the Department that are specifically designed for:

14.1.1. Individuals who are sixty (60) years of age and older;

14.1.2. Families of individuals who are sixty (60) years of age and older; and

14.1.3. Other informal caregivers of individuals who are sixty (60) years of age and older.

14.2. The Contractor must ensure priority of the program is the prevention or alleviation of substance misuse, including but not limited to:

14.2.1. Alcohol.

14.2.2. Medications.

14.2.3. Other drugs.

14.3. The Contractor must provide services to address factors that may include, but are not limited to:

14.3.1. Depression or emotional stress.

14.3.2. Isolation.

14.3.3. Interpersonal relationships.

14.3.4. Grief and loss.

14.3.5. Other life changes and issues that can affect an individual's ability to live independently, including home safety and injury prevention.

14.4. The Contractor must ensure REAP services include:

14.4.1. Counseling sessions to older adults over sixty (60) years of age, and their caregivers. The Contractor must ensure:

14.4.1.1. Sessions are conducted in individuals' homes or community settings;

14.4.1.2. Screenings and brief interventions are completed by using evidence-based instruments;

14.4.1.3. Sessions are at no cost to the individual; and

14.4.1.4. Three (3) to five (5) sessions are provided per individual;

14.4.2. Technical Assistance to area professionals, which includes senior housing managers and service coordinators, for assistance and guidance in dealing elderly-specific issues;

14.4.3. Community Intervention and/or Mediation provided when conflict arises at local elder housing complexes, to:

14.4.3.1. De-escalate situations;

14.4.3.2. Find the sources of the problems; and

14.4.3.3. Facilitate resolutions; and

14.4.4. An annual meeting with all REAP counselors and housing specialists to provide training on:

14.4.4.1. Evidenced-based practices;

14.4.4.2. Tools; and

14.4.4.3. Approaches.

14.5. The Contractor must ensure the Enhanced REAP program is comprised of the existing REAP substance misuse services, above, and:

14.5.1. Additional depression treatment services via the Evidenced Based Practice (EBP) Behavioral Activation (BA); and

14.5.2. Increased symptom monitoring.

14.6. The Contractor must screen eligible program participants for depressive symptoms and substance misuse, including medication misuse to determine if participants will be offered REAP services or Enhanced REAP services. The Contractor must:

14.6.1. Utilize the Patient Health Questionnaire-9 (PHQ-9) to screen individuals for depression symptoms;

14.6.2. Offer REAP services to participants who screen below the clinical threshold for depression;

14.6.3. Offer Enhanced REAP to participants who screen above the clinical threshold for depression;

14.6.4. Provide Motivational Interviewing (MI) and BA to participants who screen positive for substance misuse; and

14.6.5. Ensure Enhanced REAP, BA, and MI treatments are integrated in in services provided to participants who screen positive for depression or co-occurring substance misuse and depression.

14.7. The Contractor must ensure administrative oversight for all REAP services and technical assistance is provided by Certified Prevention Specialists in accordance with the State of NH Prevention Certification Board and the International Certification and Reciprocity Consortium.

14.8. The Contractor must conduct evaluations of REAP services and provide evaluation results to the Department, which must include:

14.8.1. *Short Term Outcomes*: Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances;

14.8.2. *Intermediate Outcomes*: Increase perception of harm and awareness; and

14.8.3. *Long-term Outcomes*: Reduce thirty (30) day use of alcohol, binge or heavy drinking, and related consequences of substance use including, but not limited to, alcohol use and prescribed medications. Elderly and families/caretakers are informed of the dangers of substance misuses and opportunities for healthy lifestyles that are possible through REAP.

14.9. The Contractor must provide quarterly reports relative to meeting the Block Grant National Outcomes Data.

14.10. The Contractor must notify the Department when the Contractor is not in compliance with grant and must provide a corrective action plan to ensure full compliance with grant requirements.

14.11. The Contractor must collaborate with the Regional Public Health Networks to:

14.11.1. Provide education regarding substance misuse among older adults and the related dangers;

14.11.2. Share data across disciplines; and

14.11.3. Provide outreach of services.

14.12. The Contractor must submit a Quarterly Program Service Report to the Department no later than the fifteenth (15th) of the month following each State Fiscal Year (SFY) quarter end date, as instructed by the Department.

14.13. The Contractor must obtain feedback from the individual relative to the quality of services provided and report the outcome to the Department in the Quarterly Program Service Report submitted for the SFY second (2nd) quarter.

**15. CANS/ANSA or Other Approved Assessment**

15.1. The Contractor must ensure all, with the exception of Rapid Response staff, clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence- based tool, if serving the adult population.

15.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

15.3. The Contractor must ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**16. Pre-Admission Screening and Resident Review**

16.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor must:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

**17. Application for Other Services**

17.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

**18. Community Mental Health Program (CMHP) Status**

18.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership,

association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**19. Quality Improvement**

19.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor.

19.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

19.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

19.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

19.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

19.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or

recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

19.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**20. Maintenance of Fiscal Integrity**

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet for the Contractor's entire organization including all related parties.

20.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis.

20.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis.

20.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

20.2. 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.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. 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.

20.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. 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.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

20.4.2. 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:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

20.5. 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:

20.5.1. 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.

20.6. 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.

20.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

20.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**21. Reduction or Suspension of Funding**

21.1. 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.

21.1.1. 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.

21.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

21.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.1.2.2. Crisis services for all individuals.

21.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**22. Elimination of Programs and Services by Contractor**

22.1. Not including service reductions collaboratively addressed in Section 21. 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.

22.2. 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.

22.3. 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.

**23. Closed Loop Referral System**

23.1. 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.

23.2. 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.

23.2.1. 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.

**24. Data Reporting**

24.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

24.2. The Contractor must submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

24.3. The Contractor must submit individual client intake, demographics, payor, diagnostic, referral, location, and other information specified by the Department, and all service encounter and outcome data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its

successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

24.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

24.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expects updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

24.6. The Contractor must meet all the general requirements for the Phoenix system which include, but are not limited to:

24.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

24.6.2. Ensuring data files and records are consistent with reporting specification requirements.

24.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

24.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

24.6.5. Participating in Departmental efforts for system-wide data quality improvement.

24.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

24.6.6.1. All data is formatted in accordance with the file specifications;

24.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

24.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

24.7. The Contractor must meet the following standards:

24.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

24.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

24.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

24.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

24.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

24.9.1. The exemption length shall not exceed 180 days.

24.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

24.9.3. The Contractor must implement the Department-approved corrective action plan.

24.9.4. Failure by the Contractor to implement the correction action plan may require:

24.9.4.1. An additional corrective action plan; or

24.9.4.2. Other remedies as specified by the Department.

**25. Background Checks**

25.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

25.1.1. 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;

25.1.2. 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

25.1.3. 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.

**26. Confidential Data**

26.1. 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.

26.2. 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.

**27. Privacy Impact Assessment**

27.1. 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:

27.1.1. How PII is gathered and stored;

27.1.2. Who will have access to PII;

27.1.3. How PII will be used in the system;

27.1.4. How individual consent will be achieved and revoked; and

27.1.5. Privacy practices.

27.2. 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.

**28. Department Owned Devices, Systems and Network Usage**

28.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or DS

access the Department network in the fulfilment of this Agreement, each End User must:

28.1.1. 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;

28.1.2. 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;

28.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

28.1.4. 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;

28.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

28.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

28.1.7. 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."

28.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

28.1.9. Agree when utilizing the Department's email system:

28.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

28.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

28.1.9.3. 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."

28.1.10. 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:

28.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

28.1.10.2. 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.

28.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

28.1.11. 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.

28.1.12. 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.

28.1.13. Workspace Requirement

28.1.14. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**29. Contract End-of-Life Transition Services**

29.1. General Requirements

29.1.1. 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.

29.1.2. 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.

29.1.3. 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.

29.1.4. 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.

29.1.5. 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.

29.1.6. 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.

29.2. Completion of Transition Services

29.2.1. 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.

29.2.2. 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.

29.3. Disagreement over Transition Services Results

29.3.1. 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.

**30. Exhibits Incorporated**

30.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

30.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

30.3. 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 I, Business Associate Agreement, which has been executed by the parties.

**31. Additional Terms**

31.1. **Impacts Resulting from Court Orders or Legislative Changes**

31.1.1. 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.

31.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

31.2.1. The Contractor must submit:

31.2.1.1. 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.

31.2.1.2. 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

31.2.1.3. 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).

31.3. **Credits and Copyright Ownership**

31.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

31.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

31.3.3. 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.

31.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

31.4. **Operation of Facilities: Compliance with Laws and Regulations**

31.4.1. 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.

31.5. **Eligibility Determinations**

31.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

31.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**32. Records**

32.1. The Contractor must keep records that include, but are not limited to:

32.1.1. 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.

32.1.2. 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 including, but not limited to, 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.

32.1.3. 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.

32.1.4. Medical records on each patient/recipient of services.

32.2. 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.

32.3. 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.

# EXHIBIT C – Amendment #2

## Payment Terms

1. This Agreement is funded by:
   1.1. 1.84% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, 5/16/24 and 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375, FAIN B09SM089640, FAIN B09SM090358.
   1.2. 0.56% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 5.10% Federal funds, Substance Abuse Prevention and Treatment (SAPT) Block Grant, as awarded on 2/15/23, 2/20/24, and 2/24/25 by the DHHS Substance Abuse & Mental Health Services Admin, ALN 93.959, FAIN TI085821, FAIN TI087053, FAIN TI088120.
   1.4. 1.78% Federal funds, Title IIID: Preventative Health Money from the Administration for Community Living, as awarded on 9/8/22, 8/30/23, and 5/28/24 by the DHHS Administration for Community Living, ALN 93.043, FAIN 2201NHOAPH, 2301NHOAPH, 2401NHOAPH.
   1.5. 90.40% General funds.
   1.6. 0.32% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.

4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C – Amendment #2

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 7,080.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 993,188.00 | $ 993,188.00 | $ 993,188.00 | $ 993,188.00 | $ 3,972,752.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 24,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| REAP Funding | $ 275,000.00 | $ 275,000.00 | $ 275,000.00 | $ 275,000.00 | $ 1,100,000.00 |
| System of Care 2.0 | $ 263,028.00 | $ - | $ - | $ - | $ 263,028.00 |
| First Episode Psychosis Programming | $ 60,000.00 | $ 60,000.00 | $ - | $ - | $ 120,000.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,829.00 | $ - | $ - | $ - | $ 43,829.00 |
| Critical Time Intervention | $ - | $ - | $ 370,311.00 | $ 370,311.00 | $ 740,622.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | **$ 1,915,315.00** | **$ 1,603,458.00** | **$ 2,169,872.00** | **$ 2,174,872.00** | **$ 7,863,517.00** |

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #2, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 6. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1) | $12,500 |

| | | |
|---|---|---|
| | OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | |

6.6. Behavioral Health Services Information System (BHSIS):

6.6.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.6.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.6.1.2. Software or training purchases aimed at improving data collection; and

6.6.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.6.2. Supporting Documentation Requirements:

6.6.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.6.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.6.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.6.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlines in Exhibit B – Amendment #2, Scope of Services. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

6.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.11. REAP Funding: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-5, Budget – Amendment #2.

6.12. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.12.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.12.1.1, Rate Table, which are rates set for the term of the contract.

**6.12.1.1. Rate Table**

| Rate | Amount | Eligibility | Payment Frequency |
|---|---|---|---|
| Pre-CTI | $128.79 | Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting. | Paid once per individual. |
| CTI (Phases 1-3) | $370.91 | Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the | Paid once per individual, per month, not to exceed nine (9) |

| | | | |
|---|---|---|---|
| | | minimum. Pre-CTI encounters do not count towards this minimum. | consecutive months. |

6.12.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Subparagraph 6.12.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.12.2.1. CTI worker salaries and benefits;

6.12.2.2. CTI supervisor salaries and benefits; and

6.12.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.12.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Section 6.12.1.1., then:

6.12.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.12.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-6, Budget – Amendment #2, over the term of the Agreement.

6.12.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.12.1.1., then:

6.12.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.12.1.1., and the actual amounts of expenses incurrred.

6.12.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.12.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.12.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting

documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.12.1.1 have been met for each individual identified on the invoice.

6.12.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.12.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.12.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-6, Budget – Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

6.12.7.1. Used to directly support the needs of the client when no other funds are available;

6.12.7.2. Used for one-time expenses tangible in nature;

6.12.7.3. Not disbursed as gift cards or gift certificates;

6.12.7.4. Directly allocable to the work performed under this Agreement;

6.12.7.5. Appropriate in amount and nature, as determined by the Department; and

6.12.7.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

6.12.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.12.8.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.12.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-6, Budget – Amendment #2, and meet criteria as outlined by the Department at the time of application.

6.12.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.12.9.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.12.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.12.9.2.1. Table 2**

| # | Incentive Payment Goal | Total Incentive Payments |
|---|---|---|
| 1 | For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments. | $350 per individual |
| 2 | For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments. | $500 per individual |

6.12.9.2.2. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

6.12.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.12.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

6.12.9.4. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Supporting documentation shall be labeled by line item.

7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street

Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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**

**Contractor Name:** *Seacoast Mental Health Center, Inc.*

**Budget Request for:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 13.15%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $700,000 | $1,724,422 | $700,000 | $1,822,126 |
| 2. Fringe Benefits | $110,000 | $479,029 | $110,000 | $502,767 |
| 3. Consultants | $10,000 | $40,634 | $10,000 | $45,698 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $0 | $6,900 | $0 | $7,245 |
| 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 | $3,749 | $19,778 | $3,749 | $19,778 |
| 6. Travel | $16,000 | $383 | $16,000 | $874 |
| 7. Software | $10,000 | $128,156 | $10,000 | $141,971 |
| 8. (a) Other - Marketing/Communications | $0 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $2,000 | $2,048 | $2,000 | $2,453 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Office space rent* | $10,000 | $41,168 | $10,000 | $42,703 |
| *Utilities and maintenance* | $5,000 | $8,042 | $5,000 | $8,695 |
| *Telecommunications/Answering Service* | $6,000 | $16,389 | $6,000 | $17,061 |
| *Commercial Liability and professional insurance* | $0 | $28,788 | $0 | $31,667 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $872,749 | $2,495,737 | $872,749 | $2,643,038 |
| Total Indirect Costs | $120,439 | $311,967 | $120,439 | $330,380 |
| ***Subtotals*** | **$993,188** | **$2,807,704** | **$993,188** | **$2,973,418** |
| | | | **Total** | **$ 7,767,499** |

DS

Contractor Initials: DC

Date: 6/3/2025

Exhibit C-4, Budget - Amendment #2

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *Seacoast Mental Health Center, Inc.*

**Budget Request for:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $150,000 | $881,945 | $150,000 | $933,542 |
| 2. Fringe Benefits | $15,000 | $166,116 | $15,000 | $199,339 |
| 3. Consultants | $778 | $24,222 | $778 | $25,433 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $2,500 | $24,817 | $2,500 | $26,058 |
| 5.(a) Supplies - Educational | $0 | $0 | $0 | |
| 5.(b) Supplies - Lab | $0 | $0 | $0 | |
| 5.(c) Supplies - Pharmacy | $0 | $0 | $0 | |
| 5.(d) Supplies - Medical | $0 | $0 | $0 | |
| 5.(e) Supplies - Office | $1,000 | $0 | $1,000 | |
| 6. Travel | $25,381 | $43,802 | $25,381 | $45,992 |
| 7. Software | $0 | $49,632 | $0 | $52,114 |
| 8. (a) Other - Marketing/Communications | $0 | $0 | $0 | |
| 8. (b) Other - Education and Training | $0 | $0 | $0 | |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | |
| *Office Space Rental* | $0 | $31,992 | $0 | $33,592 |
| *Utilities* | $0 | $4,128 | $0 | $4,334 |
| *Telecommunications* | $1,000 | $7,160 | $1,000 | $7,518 |
| *General Liability and malpractice Insurance* | $0 | $10,271 | $0 | $12,325 |
| *Other (please specify)* | $0 | $0 | $0 | |
| *Other (please specify)* | $0 | $0 | $0 | |
| *Other (please specify)* | $0 | $0 | $0 | |
| 9. Subrecipient Contracts | $0 | $0 | $0 | |
| Total Direct Costs | $195,659 | $1,244,085 | $195,659 | $1,340,247 |
| Total Indirect Costs | $29,341 | $24,457 | $29,341 | $167,531 |
| ***Subtotals*** | **$225,000** | **$1,268,542** | **$225,000** | **$1,507,778** |
| | | | **Total** | **$ 3,226,320** |

DS

Contractor Initials: DC

Date: 6/3/2025

Exhibit C-5, Budget - Amendment #2

**New Hampshire Department of Health and Human Services**

**Contractor Name:** *Seacoast Mental Health Center, Inc.*

**Budget Request for:** *Mental Health Services - Referral, Education, Assessment, Prevention (REAP) and Enhanced REAP*

**Indirect Cost Rate (if applicable)** 12.75%

| Line Item | Program Cost - Funded by DHHS - SFY 26 - | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $25,000 | $154,302 | $25,000 | $161,528 |
| 2. Fringe Benefits | $0 | $31,457 | $0 | $37,748 |
| 3. Consultants | $203,194 | $70,111 | $203,194 | $78,311 |
| 4. Equipment<br>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 | $1,070 | $500 | $1,148 |
| 6. Travel | $2,000 | $930 | $2,000 | $1,077 |
| 7. Software | $10,000 | $27,408 | $10,000 | $22,890 |
| 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 |
| *Office Space rent* | $0 | $6,013 | $0 | $6,194 |
| *Utilities* | $0 | $1,606 | $0 | $1,653 |
| *Food for events* | $0 | $100 | $0 | $105 |
| *Printing program brochures/materials* | $1,750 | $0 | $1,750 | $0 |
| *Telephone/Communication* | $919 | $957 | $919 | $1,051 |
| *Insurance* | $0 | $1,884 | $0 | $2,072 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $243,363 | $295,838 | $243,363 | $313,777 |
| Total Indirect Costs | $31,637 | $36,980 | $31,637 | $39,222 |
| ***Subtotals*** | **$275,000** | **$332,818** | **$275,000** | **$352,999** |
| | | | **Total** | **$ 1,235,817** |

DS

Contractor Initials: DC

Date: 6/3/2025

Exhibit C-6, Budget - Amendment #2

**New Hampshire Department of Health and Human Services**

**Contractor Name:** Seacoast Mental Health Center, Inc.

**Budget Request for:** Critical Time Intervention

**Budget Period:** SFY2026 - SFY2027

**Indirect Cost Rate (if applicable)** 0.00%

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $8,000 | $8,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $362,311 | $362,311 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $370,311 | $370,311 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$370,311** | **$370,311** |
| | **TOTAL** | **$740,622** |

Contractor Initials: DS



Date: 6/3/2025

Docusign Envelope ID: 73489BB3-C55C-4425-8372-DA5B56BAB047

# 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

Docusign Envelope ID: 73489BB3-C55C-4425-8372-DA5B56BAB047

# 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

Docusign Envelope ID: 73489BB3-C55C-4425-8372-DA5B56BAB047

# 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<br>Fred C. Church Insurance<br>41 Wellman Street<br>Lowell MA 01851 | CONTACT NAME: Jennifer Norton<br>PHONE (A/C, No, Ext): 978-458-1865 FAX (A/C, No): 978-454-1865<br>E-MAIL ADDRESS: jennifer.norton@assuredpartners.com |
| INSURED SEACMEN-01<br>Seacoast Mental Health Center, Inc.<br>1145 Sagamore Avenue<br>Portsmouth NH 03801 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A: Philadelphia Indemnity Insurance Company — 18058<br>INSURER B: Granite State HC & HS Trust<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>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<br>CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY [ ] PRO-JECT [ ] LOC<br>OTHER: | | | PHPK2660642011 | 3/1/2025 | 3/1/2026 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $ 1,000,000<br>$ 1,000,000<br>$ 20,000<br>$ 1,000,000<br>$ 3,000,000<br>$ 3,000,000<br>$ |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY<br>X Comp $1,000 X Coll $1,000 | | | PHPK2660644011 | 3/1/2025 | 3/1/2026 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $ 1,000,000<br>$<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 10,000 | | | PHUB902369015 | 3/1/2025 | 3/1/2026 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $ 5,000,000<br>$ 5,000,000<br>$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | | | R02359HCHS202501 | 1/1/2025 | 1/1/2026 | X PER STATUTE [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| A | Professional Liability | | | PHPK2660642011 | 3/1/2025 | 3/1/2026 | $1,000,000<br>$3,000,000 | Per Occurrence<br>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.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2024

Seacoast 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
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.

**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

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

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

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

## 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.

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.

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.

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.

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 |

## 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.

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.

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 % |

## 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.

SUPPLEMENTARY INFORMATION

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 |

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 |

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 |

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

**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

Honors and Awards

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

Membership

National Association of Reimbursement Officers, Past President

# Jodi F. Marshall (Leverone), M.D.

## Education

**Dartmouth Medical School,** Hanover, NH — 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

**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.

**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.

Honors Senior Thesis in Neuroscience, Hamilton College, Center for Neurologic Diseases, Harvard Medical School, and Brigham and Women's Hospital, Boston, MA — 2000 - 2001

Psi Chi, the national honor society for psychology, invited member, Hamilton College — 2000

## Teaching Experience

**Lecturer**, Adult Psychiatry Residency Program Didactics Series, Dartmouth-Hitchcock Medical Center, Lebanon, NH — 2009 – 2010

**Instructor**, Critical Thinking for Medical Students, Dartmouth Medical School, Hanover, NH — 2009 - 2010

**Instructor and Lecturer**, Third Year Medical Student Psychiatry Clerkship, Dartmouth Medical School, Hanover, NH — 2008 - 2010

## 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.

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.

ET Spooner, **JF Leverone**, B Malester, J LaFrancois, J Clements, DJ Selkoe, K Duff, CA Lemere. Immunization of PSAPP Tg mice leads to a decrease in brain Aß levels 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<br>Jeanne Anderson Alzheimer's Conference, Dartmouth Hitchcock Medical Center | 2010 |
| End of Life Care in Dementia<br>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 |

WASSFY 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

Clinical Instructor in Psychiatry
Responsible for training of Harvard Fellows in Child Psychiatry
Harvard Medical School
Cambridge, Massachusetts
1968-1985

## Appointments

Examiner
Child Psychiatry
American Board of Psychiatry and Neurology
1986-Present

Trustee
Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire
1992-Present

## Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

Residency in Neurology
Cairo University Hospital
Cairo, Egypt
1958-1960

Residency in Adult Psychiatry
Metropolitan Hospital
Waltham, Massachusetts
1961-1963

Fellowship in Child Psychiatry
Harvard Medical School
Gaebler Children's Center
Waltham, Massachusetts
1965-1967

## Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

Board Certified in Adult Psychiatry
American Board of Psychiatry and Neurology
1971

Board Certified in Child Psychiatry
American Board of Psychiatry and Neurology
1984

## Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

## Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)
Waltham, Massachusetts

## Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

## Publications

"Attention Deficit Disorder", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"Elective Mutism", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"Enuresis", 1978
American Psychiatric Association Continuous Medical Education Course, Child Psychiatry for the General Psychiatrist
Presented at the Annual Meeting of the American Psychiatric Association, 1979-1983

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971
Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968
Presented at the Annual Meeting of the American Academy of Child Psychiatry, 1968

# 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

- 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

## 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 |

ARC

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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

The individual contracts were approved by Governor and Council as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23 (Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23 (Item #31)<br>A1: 6/12/24 (Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23 (Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23 (Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Department will continue to monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications, and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Seacoast Mental Health Center, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms; Section 7.5, to read:

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.7. to read:

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding per SFY is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/14/2025
Date

DocuSigned by:
Katja S. Fox
ED0D05B04C83442...
Name: Katja S. Fox
Title: Director

Seacoast Mental Health Center, Inc.

2/13/2025
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01 '23 AM10:49 RCV

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

*DIVISION FOR BEHAVIORAL HEALTH*

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.82% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 |
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 |

| | | | |
|---|---|---|---|
| The Mental Health Center of Greater Manchester, Inc. Manchester, NH | 177184-B001 | Region 7 | $6,662,413 |
| Seacoast Mental Health Center, Inc. Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County Dover, NH | 177278-B002 | Region 9 | $3,052,145 |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management | 174116-R001 | Region 10 | $5,972,669 |
| | | **Total:** | **$43,761,925** |

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004 )

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| | | | *Subtotal* | $2,349,250 | $0 | $2,349,250 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,255,526 | $0 | $2,255,526 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services. | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

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Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | Subtotal | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | Subtotal | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,990,708 | $0 | $30,990,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | Subtotal | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | Subtotal | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | Subtotal | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | Subtotal | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | Subtotal | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177854-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | Subtotal | $15,000 | $0 | $15,000 |

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The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

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The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | Total Mental Health Data Collection | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

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Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004):

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

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West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

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Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154460-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177102-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

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Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 46108462 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 46108462 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-08

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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Seacoast Mental Health Center, Inc. | | 1.4 Contractor Address<br>1145 Sagamore Avenue<br>Portsmouth, NH 03801 | |
| 1.5 Contractor Phone Number<br>(603) 431-6703 | 1.6 Account Number<br>05-95-92-922010-(4117, 4120, 4121, 1909)<br>05-95-92-921010-2053<br>05-95-42-421010-2958<br>05-95-92-920510-3380<br>05-95-48-481010-8917 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$3,518,773 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Jay Couture<br>Date: 5/24/2023 | | 1.12 Name and Title of Contractor Signatory<br>Jay Couture President and CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>Date: 5/24/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino On: 5/30/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials DC

Date 5/24/2023

2. **SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



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**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



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Date 5/24/2023

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 8.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

**3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. System of Care Grant (SoC) Activities with the New Hampshire Department of Education (NH DOE)**

4.1. The Contractor shall participate in local comprehensive planning processes with the NH DOE, on topics and tools that include, but are not limited to:

4.1.1. Needs assessment.

4.1.2. Environmental scan.

4.1.3. Gaps analysis.

4.1.4. Financial mapping.

4.1.5. Sustainability planning.

4.1.6. Cultural linguistic competence plan.

4.1.7. Strategic communications plan.

4.1.8. SoC grant project work plan.

4.2. The Contractor shall participate in ongoing development of a Multi-Tiered System of Support for Behavioral Health and Wellness (MTS-B) within participating school districts.

4.3. The Contractor shall utilize evidence based practices (EBPs) that respond to identified needs within the community including, but not limited to:

4.3.1. MATCH-ADTC.

4.3.2. All EBPs chosen for grant project work that support participating school districts' MTS-B.

4.4. The Contractor shall maintain and strengthen collaborative, working relationships with participating school districts within the region which includes, but is not limited to:

4.4.1. Developing and utilizing a facilitated referral process.

4.4.2. Co-hosting joint professional development opportunities.

4.4.3. Identifying and responding to barriers to access for local families and youth.

4.5. The Contractor shall maintain an appropriate full time equivalent (FTE) staff who is a full-time, year-round School and Community Liaison. The Contractor shall:

4.5.1. Ensure the FTE staff is engaging on a consistent basis with each of the participating schools in the region in person or by remote access to support program implementation;

4.5.2. Hire additional staff positions to support effective implementation of a System of Care.

4.6. The Contractor shall provide appropriate supervisory, administrative and fiscal support to all project staff dedicated to SoC Grant Activities.

4.7. The Contractor shall designate staff to participate in locally convened District Community Leadership Team (DCLT) and all SoC Grant Activities-focused meetings, as deemed necessary by either NH DOE or the Department.

4.8. The Contractor shall actively participate in the SoC Grant Activities evaluation processes with the NH DOE, including collecting and disseminating qualitative and quantitative data, as requested by the Department.

4.9. The Contractor shall conduct National Outcomes Measures (NOMs) surveys on all applicable tier 3 supports and services to students and their families at the SoC grant project intervals, including baseline, 6 months and upon discharge.

4.10. The Contractor shall abide by all federal and state compliance measures and ensure SoC grant funds are expended on allowable activities and expenses, including, but not limited to a Marijuana (MJ) Attestation letter.

4.11. The Contractor shall maintain accurate records of all in-kind services from non-federal funds provided in support of SoC Grant Activities, in accordance with NH DOE guidance.

**5. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

5.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance

with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

5.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

5.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**6. Division for Children, Youth and Families (DCYF)**

6.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

**7. Crisis Services**

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

7.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

7.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

7.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

7.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

7.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

7.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

7.7.2. One (1) peer.

7.7.3. Telehealth access, and on-call psychiatry, as needed.

7.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

7.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

7.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.10.1. The location of the crisis.

7.10.2. The safety plan either developed over the phone or on record from prior contact(s).

7.10.3. Any accommodations needed.

7.10.4. Treatment history of the individual, if known.

7.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

7.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

7.11.2. Does not fulfill emergency medication refills.

7.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

7.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

7.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

7.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

7.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

7.16.1. Face-to-face assessments.

7.16.2. Disposition and decision making.

7.16.3. Initial care and safety planning.

7.16.4. Post crisis and stabilization services.

7.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

7.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

7.19.1.1. In or at the individual's home.

7.19.1.2. Community settings.

7.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

7.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

7.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

7.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

7.19.6.1. Obtaining the individual's mental health history including, but not limited to:

7.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.19.6.1.2. Substance misuse.

7.19.6.1.3. Social, familial and legal factors;

7.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

7.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

7.19.6.4. Conducting a mental status exam.

7.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

7.19.7.1. Staying in place with:

7.19.7.1.1. Stabilization services.

7.19.7.1.2. A safety plan.

7.19.7.1.3. Outpatient providers;

7.19.7.2. Stepping up to crisis stabilization services or apartments.

7.19.7.3. Admission to peer respite or step-up/step-down program.

7.19.7.4. Admission to a crisis apartment.

7.19.7.5. Voluntary hospitalization.

7.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

7.19.7.7. Medical hospitalization.

7.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.20.1. Promoting recovery.

7.20.2. Building upon life, social and other skills.

7.20.3. Offering support.

7.20.4. Reviewing crisis and safety plans.

7.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

7.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

7.21.3. Provided in the individual and family home, if requested by the individual;

7.21.4. Implemented using methods that include, but are not limited to:

7.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

7.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

7.21.4.2.1. Cognitive Behavior Therapy (CBT).

7.21.4.2.2. Dialectical Behavior Therapy (DBT).

7.21.4.2.3. Solution-focused therapy.

7.21.4.2.4. Developing concrete discharge plans.

7.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

7.22.1. Ensure outreach and educational activities may include, but are not limited to:

7.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

7.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

7.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

7.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

7.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

7.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

7.22.2.4. Coordinating with homeless outreach services.

7.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.23.1. Determine availability of the Rapid Response Teams;

7.23.2. Facilitate response of dispatched teams; and

7.23.3. Resolve the immediate crisis episode.

7.24. The Contractor shall maintain connection to the designated resource tracking system.

7.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

7.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

7.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

7.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

7.26.2.1. Number of unique individuals who received services.

7.26.2.2. Date and time of mobile arrival; and

7.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

7.26.3.1. Diversions from hospitalizations.

7.26.3.2. Diversions from Emergency Rooms.

7.26.3.3. Services provided.

7.26.3.4. Location where services were provided.

7.26.3.5. Length of time service or services provided.

7.26.3.6. Whether law enforcement was involved for safety reasons.

7.26.3.7. Whether law enforcement was involved for other reasons.

7.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

7.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.26.3.10. Outcome of service provided, which may include but is not limited to:

7.26.3.10.1. Remained in home.

7.26.3.10.2. Hospitalization.

7.26.3.10.3. Crisis stabilization services.

7.26.3.10.4. Crisis apartment.

7.26.3.10.5. Emergency department.

7.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

**8. Adult Assertive Community Treatment (ACT) Teams**

8.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

8.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

8.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

8.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

8.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

8.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

8.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

8.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

8.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

8.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and.

8.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

8.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

8.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

8.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

8.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

8.4.4. Make a referral for an ACT assessment within (7) days of:

8.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

8.4.4.2. An individual being referred for an ACT assessment;

8.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

8.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

8.4.6.1. Extended hospitalization or incarceration.

8.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

8.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

8.4.7.1. To exceed caseload size requirements; or

8.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**9. Evidence-Based Supported Employment**

9.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

9.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

9.6.1. Job development.

9.6.2. Work incentive counseling.

9.6.3. Rapid job search.

9.6.4. Follow along supports for employed individuals.

9.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

9.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

9.7.1. Work with the Department to identify solutions to meet the demand for services; and

9.7.2. Implement such solutions within 45 days.

9.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor shall ensure SE staff receive:

9.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

9.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**10. Coordination of Care from Residential or Psychiatric Treatment Facilities**

10.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH &

HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

10.1.1. Designate a different liaison for individuals being served through their children's services.

10.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

10.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**11. Coordinated Care and Integrated Treatment**

11.1. Primary Care

11.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

11.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

11.1.2.1. Monitor health;

11.1.2.2. Provide medical treatment as necessary; and

11.1.2.3. Engage in preventive health screenings.

11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

11.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

11.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Area Agencies

11.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

11.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

11.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

11.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

11.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage

them with both the CMHC and Area Agency representatives;

11.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V;

11.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

11.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

11.4. Peer Supports

11.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

11.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

11.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

11.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

11.5. Transition of Care with MCO's

11.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**12. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)**

12.1. The Contractor shall participate in CCBHC planning activities that include:

12.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

12.1.2. Attending two (2) learning communities on a monthly basis;

12.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

12.1.4. Meeting monthly with planning consultant for technical assistance.

**13. Deaf Services**

13.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

13.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

13.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

13.4. The Contractor shall ensure services are person-directed, which may result in:

13.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

13.4.2. Care being shared across the regions; or

13.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**14. Helping Overcome Psychosis Early (HOPE) PROGRAM SERVICES - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services**

14.1. The Contractor shall provide a Coordinated Specialty Care (CSC) model and implement the NAVIGATE model of treatment for people with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

14.2. The Contractor shall identify staff to deliver HOPE and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

14.3. The Contractor shall participate in meetings no less than on a quarterly basis with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

14.4. The HOPE team will include roles in accordance with the NAVIGATE model including, but not limited to:

14.4.1. A CSC team leader.

14.4.2. A CSC case worker.

14.4.3. A Supported Employment and Education (SEE) worker.

14.4.4. A therapist.

14.4.5. A family education and support therapist.

14.4.6. A peer.

14.4.7. A psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

14.5. The Contractor shall ensure the HOPE programs' treatment services are available and provided to youth and adults between fifteen (15) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder.

14.6. The Contractor shall ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis to the program, with a goal of enrolling ten (10) individuals throughout the year.

14.7. The Contractor shall accept enrollees from other CMHC catchment areas when appropriate if there is capacity to manage the needs in accordance with a structure and strategy designed in collaboration with the Department.

14.8. The Contractor shall ensure the HOPE programs' treatment model involves a team structure that is based on:

14.8.1. Principles of shared decision-making;

14.8.2. A strengths and resiliency focus;

14.8.3. Recognition of the need for motivational enhancement;

14.8.4. A psychoeducational approach;

14.8.5. Cognitive behavioral therapy methods;

14.8.6. Development of coping skills; and

14.8.7. Integration of natural and peer supports.

14.9. The Contractor shall provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor shall ensure that CSC services align with the NAVIGATE model and include, but are not limited to:

14.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

14.9.1.1. Screening conducted by the HOPE team leader prior to admission to the program;

14.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

14.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

14.9.2. No less than bimonthly team meetings that:

14.9.2.1. Are led by the HOPE Team Leader;

14.9.2.2. Include all HOPE team members; and

14.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

14.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

14.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

14.9.3.2. Shared decision making including education on:

14.9.3.2.1. Use of medications to manage symptoms; and

14.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

14.9.3.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors which may include but are not limited to:

14.9.3.3.1. Smoking.

14.9.3.3.2. Weight gain.

14.9.3.3.3. Hypertension.

14.9.3.3.4. Dyslipidemia.

14.9.3.3.5. Prediabetes.

14.9.3.4. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

14.9.3.5. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

14.9.4. Providing medication management services that include, but are not limited to:

14.9.4.1. Thirty (30) minutes per month or more, as clinically indicated, during the first 6 months of enrollment.

14.9.4.2. Thirty (30) minutes every 3 months or more, as clinically indicated, during the last 18 months of enrollment.

14.9.5. Providing specialized youth and young adult peer supports and services.

14.9.6. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

14.9.7. Providing family psychoeducation.

14.9.8. Providing access to telemedicine options for services that cannot be provided by the Contractor, but are available through a regional CMHC that is able to provide services through a telemedicine model.

14.10. The Contractor shall participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

14.11. The Contractor shall provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor shall ensure that:

14.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

14.11.1.1. Develop referral pathways to the CSC program; and

14.11.1.2. Educate community partners about the program;

14.11.2. Outreach efforts include local community hospitals, housing programs, criminal justice system, and schools;

14.11.3. Outreach contacts are reported on a quarterly basis;

14.11.4. Outreach includes cultivating relationships with admission and discharge personnel at these external agencies through frequent visits, phone calls, email communication and timely evaluation of potential FEP cases; and

14.11.5. Outreach includes cultivating internal CMHC relationships and activities such as monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

14.12. The Contractor shall utilize the CANS/ANSA, or other Department-approved evidence based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

14.13. The Contractor shall ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor shall ensure transitions from HOPE include, but are not limited to:

14.13.1. A collaborative process that involves the individual; their relatives and important others; and members of the CSC team to determine readiness for a less intensive level of care.

14.13.2. An assessment of the individuals progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

14.13.2.1. School and work functioning;

14.13.2.2. Quality of peer and family relationships;

14.13.2.3. Relief from symptoms;

14.13.2.4. Abstinence from substances; and

14.13.2.5. Effective management of health issues

14.13.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

14.13.4. Utilizing formal transition planning guides and worksheets.

14.14. The Contractor shall submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

14.14.1. Quarterly Team Leader Reports that are due on the 15th of the month following the close of each quarter, which include, but are not limited to:

14.14.1.1. Monthly enrollment, service utilization, and outcomes reports.

14.14.1.2. Quarterly staffing summary.

14.14.1.3. Quarterly meeting summary.

14.14.1.4. Referral and enrollment efforts.

14.14.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

14.15. The Contractor shall submit invoices for services in a format provided by the BMHS Financial Management Unit, which are processed for payment upon verification of timely reporting.

**15. Referral, Educations, Assessment, Prevention (REAP) and Enhanced REAP**

15.1. The Contractor shall provide a statewide community-based education and brief intervention-counseling program in accordance with protocols and policies approved by the Department, that are specifically designed for:

15.1.1. Individuals who are sixty (60) years of age and older;

15.1.2. Families of individuals who are sixty (60) years of age and older; and

15.1.3. Other informal caregivers of individuals who are sixty (60) years of age and older.

15.2. The Contractor shall ensure priority of the program is the prevention or alleviation of substance misuse, including but not limited to:

15.2.1. Alcohol.

15.2.2. Medications.

15.2.3. Other drugs.

15.3. The Contractor shall provide services to address factors that may include, but are not limited to:

15.3.1. Depression or emotional stress.

15.3.2. Isolation.

15.3.3. Interpersonal relationships.

15.3.4. Grief and loss.

15.3.5. Other life changes and issues that can affect an individual's ability to live independently, including home safety and injury prevention.

15.4. The Contractor shall ensure REAP services include:

15.4.1. Counseling sessions to older adults over sixty (60) years of age, and their caregivers. The Contractor shall ensure:

15.4.1.1. Sessions are conducted in individuals' homes or community settings;

15.4.1.2. Screenings and brief interventions are completed by using evidence-based instruments;

15.4.1.3. Sessions are at no cost to the individual; and

15.4.1.4. Three (3) to five (5) sessions are provided per individual;

15.4.2. Technical Assistance to area professionals, which includes senior housing managers and service coordinators, for assistance and guidance in dealing elderly-specific issues;

15.4.3. Community Intervention and/or Mediation provided when conflict arises at local elder housing complexes, to:

15.4.3.1. De-escalate situations;

15.4.3.2. Find the sources of the problems; and

15.4.3.3. Facilitate resolutions; and

15.4.4. An annual meeting with all REAP counselors and housing specialists to provide training on:

15.4.4.1. Evidenced based practices;

15.4.4.2. Tools; and

15.4.4.3. Approaches.

15.5. The Contractor shall ensure the enhanced REAP program is comprised of the existing REAP substance misuse services, above, and:

15.5.1. Additional depression treatment services via the Evidenced Based Practice (EBP) Behavioral Activation (BA); and

15.5.2. Increased symptom monitoring.

15.6. The Contractor shall screen eligible program participants for depressive symptoms and substance misuse, including medication misuse to determine if participants will be offered REAP services or Enhanced REAP services. The Contractor shall:

15.6.1. Utilize the Patient Health Questionnaire-9 (PHQ-9) to screen individuals for depression symptoms;

15.6.2. Offer REAP services to participants who screen below the clinical threshold for depression;

15.6.3. Offer Enhanced REAP to participants who screen above the clinical threshold for depression;

15.6.4. Provide Motivational Interviewing (MI) and BA to participants who screen positive for substance misuse; and

15.6.5. Ensure Enhanced REAP, BA and MI treatments are integrated in in services provided to participants who screen positive for depression or co-occurring substance misuse and depression.

15.7. The Contractor shall ensure administrative oversight for all REAP services and technical assistance is provided by Certified Prevention Specialists in accordance with the State of NH Prevention Certification Board and the International Certification and Reciprocity Consortium.

15.8. The Contractor shall conduct evaluations of REAP services and provide evaluation results to the Department, which include:

15.8.1. *Short Term Outcomes*: Increase social connections; Increase activity to maintain health, independence, and mental health; Reduction of harm in mixing medications with other substances;

15.8.2. *Intermediate Outcomes*: Increase perception of harm and awareness; and

15.8.3. *Long-term Outcomes*: Reduce thirty (30) day use of alcohol, binge or heavy drinking, and related consequences of substance use (e.g. alcohol use and prescribed medications). Elderly and families/caretakers are informed of the dangers of substance misuses and opportunities for healthy lifestyles that are possible through REAP.

15.9. The Contractor shall provide quarterly reports relative to meeting the Block Grant National Outcomes Data.

15.10. The Contractor shall notify the Department when the Contractor is not in compliance with grant and will provide a corrective action plan to ensure full compliance with grant requirements.

15.11. The Contractor shall collaborate with the Regional Public Health Networks to:

15.11.1. Provide education regarding substance misuse among older adults and the related dangers;

15.11.2. Share data across disciplines; and

15.11.3. Provide outreach of services.

15.12. The Contractor shall submit a Quarterly Program Service Report no later than the fifteenth (15th) of the month following the State Fiscal Year quarter reported, as instructed by the Department.

15.13. The Contractor shall obtain feedback from the individual relative to the quality of services provided and report the outcome to the Department in the Quarterly Program Service Report that is due for the second (2nd) quarter.

**16. CANS/ANSA or Other Approved Assessment**

16.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

16.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

16.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

16.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

16.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

16.3.1. Utilized to develop an individualized, person-centered treatment plan;

16.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

16.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

16.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

16.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

16.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative

tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

16.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

16.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**17. Pre-Admission Screening and Resident Review**

17.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

17.2. Upon request by the Department, the Contractor shall:

17.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

17.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

17.2.2.1. Requires nursing facility care; and

17.2.2.2. Has active treatment needs.

**18. Application for Other Services**

18.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

18.1.1. Medicaid.

18.1.2. Medicare.

18.1.3. Social Security Disability Income.

18.1.4. Veterans Benefits.

18.1.5. Public Housing.

18.1.6. Section 8 Subsidies.

18.1.7. Child Care Scholarship.

**19. Community Mental Health Program (CMHP) Status**

19.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

19.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**20. Quality Improvement**

20.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably-specified by the Department.

20.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

20.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

20.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

20.3.1. Submit all required information in a format provided by the Department or contracted vendor;

20.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

20.3.3. Support all efforts of the Department to conduct the survey;

20.3.4. Promote survey participation of individuals sampled to participate; and

20.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

20.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

20.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**21. Maintenance of Fiscal Integrity**

21.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

21.1.1. Balance Sheet;

21.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

21.1.2.1. All revenue sources and expenditures; and

21.1.2.2. A budget column allowing for budget to actual analysis;

21.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

21.1.3.1. All revenue sources and all related expenditures for the Program; and

21.1.3.2. A budget column allowing for budget to actual analysis; and

21.1.4. Cash Flow Statement.

21.2. 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.

21.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

21.3.1. Days of Cash on Hand:

21.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

21.3.1.2. 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.

21.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures

for a minimum of thirty (30) calendar days with no variance allowed.

21.3.2. Current Ratio:

21.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

21.3.2.2. Formula: Total current assets divided by total current liabilities.

21.3.2:3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

21.3.3. Debt Service Coverage Ratio:

21.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

21.3.3.2. Definition: The ratio of net income to the year to date debt service.

21.3.3.3. 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.

21.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

21.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

21.3.4. Net Assets to Total Assets:

21.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

21.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

21.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

21.3.4.4. Source of Data: The Contractor's monthly financial statements.

21.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

21.4. In the event that the Contractor does not meet either:

21.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

21.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

21.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

21.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

21.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

21.5.1. 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.

21.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

21.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

21.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

21.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**22. Reduction or Suspension of Funding**

22.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

22.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

22.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

22.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

22.3.2. Crisis services for all individuals.

22.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

22.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**23. Elimination of Programs and Services by Contractor**

23.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

23.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

23.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

23.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

23.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

23.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**24. Data Reporting**

24.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

24.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

24.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

24.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

24.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

24.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

24.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

24.6.2. Ensuring data files and records are consistent with reporting specification requirements.

24.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

24.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

24.6.5. Participating in Departmental efforts for system-wide data quality improvement.

24.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

24.6.6.1. All data is formatted in accordance with the file specifications;

24.6.6.2. No records will reject due to illegal characters or invalid formatting; and

24.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

24.7. The Contractor shall meet the following standards:

24.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

24.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 24.8.

24.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

24.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

24.8.1. The waiver length shall not exceed 180 days.

24.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

24.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

24.8.4. Failure of the Contractor to implement the plan may require:

24.8.4.1. Another plan; or

24.8.4.2. Other remedies, as specified by the Department.

**25. Privacy Impact Assessment**

25.1. 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:

25.1.1. How PII is gathered and stored;

25.1.2. Who will have access to PII;

25.1.3. How PII will be used in the system;

25.1.4. How individual consent will be achieved and revoked; and

25.1.5. Privacy practices.

25.2. 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.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 3.41% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM08737.
   1.2. 1.25% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 5.68% Federal funds, Substance Abuse Prevention and Treatment (SAPT) Block Grant, as awarded on 2/15/23, by the DHHS Substance Abuse & Mental Health Services Admin, ALN 93.959, FAIN TI085821.
   1.4. 1.99% Federal funds, Title IIID: Preventative Health Money from the Administration for Community Living, as awarded on 9/8/22, by the DHHS Administration for Community Living, ALN 93.043, FAIN 2201NHOAPH.
   1.5. 87.24% General funds.
   1.6. .43% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.

5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.

5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.

5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 3,540.00 |
| Rapid Response Crisis Services | $ 993,188.00 | $ 993,188.00 | $ 1,986,376.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 450,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 12,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| REAP Funding | $ 275,000.00 | $ 275,000.00 | $ 550,000.00 |
| System of Care 2.0 | $ 263,028.00 | $ - | $ 263,028.00 |
| First Episode Psychosis Programming | $ 60,000.00 | $ 60,000.00 | $ 120,000.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,829.00 | $ - | $ 43,829.00 |
| Total | $1,915,315.00 | $1,603,458.00 | $3,518,773.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibit C-1, Budget through Exhibit C-2, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in | $12,500 |

| | | |
|---|---|---|
| | COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | |

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain

and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.11. REAP Funding: Funding to support services, training, and support as outlined in Exhibit B, Scope of Services.

7.12. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| School Liaison and Supervisory Positions & Benefits | $130,000.00 |
| Program Staff Travel | $12,075.00 |
| Program Office Supplies, Copying and Postage | $8,700.00 |
| Implementation Science and MATCH-ADTC Training for CMHC staff | $7,500.00 |
| Professional development for CMHC staff in support of grant goals and deliverables | $30,000.00 |
| Expenses incurred in the delivery of services not supported by Medicaid, private insurance, or other source | $60,000.00 |
| Indirect Costs (not to exceed 6%) | $14,753.00 |
| **Total** | **$263,028.00** |

7.13. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoice based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.

7.14. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.15. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

13.2.1. 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.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. 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

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

## EXHIBIT C

Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| Contractor Name: | Seacoast Mental Health Center, Inc. | |
| Budget Request for: | Mental Health Services (Rapid Response) | |
| Budget Period | 7/1/2023-6/30/2024 | |
| Indirect Cost Rate (if applicable) | 0 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $797,906 | $1,564,871 |
| 2. Fringe Benefits | $120,168 | $235,677 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $417 | $205 |
| 5.(e) Supplies Office | $2,434 | $1,199 |
| 6. Travel | $9,000 | $1,565 |
| 7. Software | $37,237 | $42,056 |
| 8. (a) Other - Marketing/ Communications | $1,565 | $771 |
| 8. (b) Other - Education and Training | $4,062 | $2,001 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $3,487 | $7,080 |
| Other (please specify) | $12,565 | $12,565 |
| Other (please specify) | $0 | $10,295 |
| Other (please specify) | $4,347 | $4,347 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $993,188 | $1,882,632 |
| | | |
| Total Indirect Costs | $0 | $0 |
| | | |
| TOTAL | $993,188 | $1,882,632 |

Contractor: DS

Date: 5/25/2023

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Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| Contractor Name: | Seacoast Mental Health Center, Inc. | |
| Budget Request for: | Mental Health Services (Rapid Response) | |
| Budget Period | 7/1/2024-6/30/2025 | |
| Indirect Cost Rate (if applicable) | 0 | |
| | | |
| Line Item | Program Cost - Funded by DHHS | Program Cost - Contractor Share/ Match |
| 1. Salary & Wages | $797,906 | $1,564,871 |
| 2. Fringe Benefits | $120,168 | $235,677 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $417 | $205 |
| 5.(e) Supplies Office | $2,434 | $1,199 |
| 6. Travel | $9,000 | $1,565 |
| 7. Software | $37,237 | $42,056 |
| 8. (a) Other - Marketing/ Communications | $1,565 | $771 |
| 8. (b) Other - Education and Training | $4,062 | $2,001 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $3,487 | $7,080 |
| Other (please specify) | $12,565 | $12,565 |
| Other (please specify) | $0 | $10,295 |
| Other (please specify) | $4,347 | $4,347 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $993,188 | $1,882,632 |
| | | |
| Total Indirect Costs | $0 | $0 |
| | | |
| TOTAL | $993,188 | $1,882,632 |

Contractor: DS

Date: 5/25/2023

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
     - 1.2.1. The dangers of drug abuse in the workplace;
     - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
     - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
     - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
     - 1.4.1. Abide by the terms of the statement; and
     - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit E

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO



Vendor Initials DS
Date 5/24/2023

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Contractor Initials DS

Date 5/24/2023

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO



Contractor Initials JC
Date 5/24/2023

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO

New Hampshire Department of Health and Human Services
Exhibit H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Contractor Initials DC

Date 5/24/2023

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions:- All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I:

| Department of Health and Human Services | Seacoast Mental Health Center, Inc. |
|---|---|
| The State | Name of the Contractor |
| Katja S. Fox | Jay Couture |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja S. Fox | Jay Couture |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | President and CEO |
| Title of Authorized Representative | Title of Authorized Representative |
| 5/24/2023 | 5/24/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.
In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.
The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:
The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Seacoast Mental Health Center, Inc.

5/24/2023
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: NK1KKE41BRL4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.



Contractor Initials DS

Date 5/24/2023

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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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



Contractor Initials DS

Date 5/24/2023

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $7,212,701

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/3/2025
Date

Signed by:
Kaja Fox
2A0FEC7D61684F3...
Name: Kaja Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc. dba Community Partners of Strafford County

6/3/2025
Date

Signed by:
Bryant Hardwick
214F5DF6B999ACB...
Name: Bryant Hardwick
Title: Board President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/3/2025
Date

DocuSigned by:
Robyn Guarino
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 9.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

**2. System of Care for Children's Mental Health**

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

**3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. Rehabilitation for Empowerment, Education, and Work ("RENEW") Sustainability**

4.1. The Contractor must provide the RENEW intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services in accordance with the University of New Hampshire (UNH) - Institute on Disability (IOD) model.

4.2. The Contractor must ensure RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1-3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the individuals.

4.3. The Contractor must obtain support and coaching as needed from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**5. Division for Children, Youth and Families (DCYF)**

5.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**6. Crisis Services**

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

6.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

6.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

6.2.2. Included in Rapid Response reporting or data related to Rapid Response.

6.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

6.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 22, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

6.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

6.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient

psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

6.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

6.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 6.28.2.

6.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

6.9.1. Peer support specialists.

6.9.2. Bachelor's level provider.

6.9.3. Other Rapid Response crisis trained provider.

6.9.4. Master's level provider.

6.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

6.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

6.11.1. Case consultation;

6.11.2. Emergency medication management, as determined by the prescriber;

6.11.3. Telehealth or video evaluation; and

6.11.4. Conditional Discharge Revocation Process.

6.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

6.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

6.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.14.1. The location of the crisis.

6.14.2. The safety plan either developed over the phone or on record from prior contact(s).

6.14.3. Any accommodations needed.

6.14.4. Treatment history of the individual, if known.

6.14.5. Does not fulfill emergency medication refills.

6.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

6.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

6.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

6.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

6.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider.

6.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

6.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

6.21.1. Subsequent deployment of a Rapid Response Team to the community.

6.21.2. Telehealth interventions including but not limited to phone, text, and video).

6.21.3. Stabilization appointments.

6.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

6.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

6.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

6.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

6.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration, and/or institutionalization. The Contractor must ensure services include, but are not limited to:

6.25.1. Face-to-face assessments.

6.25.2. Disposition and decision-making.

6.25.3. Initial care and safety planning.

6.25.4. Post crisis and stabilization services.

6.25.5. Follow-up support.

6.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

6.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

6.28.1.1. In or at the individual's home.

6.28.1.2. Community settings.

6.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

6.28.2.1. Jails.

6.28.2.2. Schools.

6.28.2.3. Clinics.

6.28.2.4. Fire Departments.

6.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

6.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

6.28.4. Rapid Response Teams are prohibited from declining service due to distance.

6.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-l, provided no other available team has been identified by the Access Point;

6.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

6.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

6.28.7.1. Documented clinical rationale;

6.28.7.2. Administrative support; and

6.28.7.3. Phoenix reporting.

6.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.28.9. A face-to-face assessment as needed that includes, but is not limited to:

6.28.9.1. Assessment related to homicide and/or suicide risk.

6.28.9.2. Full mental health history including, but not limited to:

6.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.28.9.2.2. Substance use history.

6.28.9.2.3. Social, familial, environmental, and legal factors.

6.28.9.2.4. Presenting symptoms and onset of crisis.

6.28.9.3. Obtaining medication list, adherence to prescribed medications.

6.28.9.4. Brief medical history.

6.28.9.5. Mental status exam.

6.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

6.28.10.1. Staying in place with:

6.28.10.1.1. Stabilization services;

6.28.10.1.2. A safety plan; and/or

6.28.10.1.3. Follow-up with existing outpatient providers.

6.28.10.2. Stepping up to crisis stabilization services.

6.28.10.3. Admission to peer respite or step-up/step-down program.

6.28.10.4. Voluntary hospitalization.

6.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

6.28.10.6. Medical hospitalization.

6.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.29.1. Promoting recovery.

6.29.2. Building upon life, social, and other skills.

6.29.3. Offering support.

6.29.4. Reviewing crisis and safety plans.

6.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

6.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

6.30.3. Provided in the individual and family home, if requested by the individual;

6.30.4. Implemented using methods that include, but are not limited to:

6.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

6.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

6.30.4.2.1. Cognitive Behavior Therapy (CBT);

6.30.4.2.2. Dialectical Behavior Therapy (DBT);

6.30.4.2.3. Solution-focused therapy;

6.30.4.2.4. Developing concrete discharge plans; and

6.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

6.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

6.31.2. Engage in various outreach and educational activities including, but not limited to:

6.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

6.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

6.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

6.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

6.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

6.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

6.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

6.32.5. Coordinating with homeless outreach services.

6.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.33.1. Determine availability of the Rapid Response Teams;

6.33.2. Facilitate mobile response of dispatched teams; and

6.33.3. Resolve the immediate crisis episode.

6.34. The Contractor must maintain connection to the designated resource tracking system.

6.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

6.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

6.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

6.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

6.36.2.1. Number of unique individuals who received services.

6.36.2.2. Date and time of mobile arrival.

6.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

6.36.3.1. Diversions from hospitalizations.

6.36.3.2. Diversions from Emergency Rooms.

6.36.3.3. Services provided.

6.36.3.4. Location where services were provided.

6.36.3.5. Length of time service or services provided.

6.36.3.6. Whether law enforcement was involved for safety reasons.

6.36.3.7. Whether interpretation services or language support services were required.

6.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

6.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.36.3.10. Outcome of service provided, which may include, but is not limited to:

6.36.3.10.1. Remained in home.

6.36.3.10.2. Hospitalization.

6.36.3.10.3. Crisis stabilization services.

6.36.3.10.4. Crisis center services.

6.36.3.10.5. ED.

6.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

6.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

**7. Adult Assertive Community Treatment (ACT) Teams**

7.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

7.2. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

7.3. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

7.3.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

7.3.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

7.3.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

7.3.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

7.4. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

7.5. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

7.6. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

7.6.1. Extended hospitalization or incarceration.

7.6.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

7.7. The Contractor must report its level of staff compliance with the above listed requirements on a monthly basis in a format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor must:

7.7.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.7.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

7.7.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.7.4. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department.

**8. Individual Placement and Support - Supported Employment (IPS-SE)**

8.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

8.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

8.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

8.4.1. Work with the Department to identify solutions to meet the demand for services; and

8.4.2. Implement such solutions within 45 days.

8.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS-SE Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**9. Critical Time Intervention**

9.1. Critical Time Intervention (CTI)

9.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

9.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

9.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

9.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

9.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

9.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

9.1.3.1. Individuals receive services over a period of nine (9) months;

9.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

9.1.3.3. Services decrease in intensity as the service period progresses.

9.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval before implementing any changes.

9.1.5. The Contractor must complete CTI program quality improvement reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

9.1.5.1. Revising or developing policies and procedures.

9.1.5.2. Participating in training.

9.1.5.3. Completing quality improvement plans in a format approved by the Department.

9.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

9.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

9.1.7.1. Individual and organizational challenges;

9.1.7.2. Progress; and

9.1.7.3. Opportunities.

9.1.8. The Contractor must establish and maintain effective working relationships with various local supports including, but not limited to:

9.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

9.1.8.2. Community Mental Health Centers, statewide.

9.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

9.1.8.4. Landlords.

9.1.8.5. Local Businesses.

9.1.8.6. Community Action Program agencies.

9.1.8.7. Peer Support Agencies.

9.1.8.8. Educational Institutions.

9.1.8.9. Public Assistance Agencies.

9.1.8.10. Local Welfare Offices.

9.1.8.11. Public Health Departments.

9.1.8.12. Transportation providers.

9.1.8.13. Faith-based organizations.

9.1.8.14. Refugee associations.

9.1.8.15. Health clubs.

9.1.8.16. Other social support organizations.

9.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as

identified in the discharge plan.

9.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

9.1.10.1. ED visits.

9.1.10.2. Inpatient services to resolve crisis as they arise.

9.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

9.1.10.4. Rapid Response.

9.1.10.5. The Doorways.

9.1.10.6. NH Peer Support Agencies

9.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

9.2. Pre-CTI Services

9.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

9.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

9.2.3. During the Pre-CTI phase, the Contractor must obtain consent from the individual to participate in the CTI program.

9.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

9.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

9.2.4.2. Meet with the individual as often as needed, to:

9.2.4.2.1. Assess their needs; and

9.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

9.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

9.2.5.1. Review the individual's treatment history;

9.2.5.2. Identify existing community supports; and

9.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

9.2.5.3.1. Income.

9.2.5.3.2. Access to health care, including:

9.2.5.3.2.1. Health care services;

9.2.5.3.2.2. Mental health services;

9.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

9.2.5.3.2.4. Insurance coverage.

9.2.5.3.3. Diet and exercise.

9.2.5.3.4. Education.

9.2.5.3.5. Employment.

9.2.5.3.6. Family and social supports.

9.2.5.3.7. Housing arrangements.

9.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful Discharge, which includes:

9.2.6.1. Documenting the individual's recovery and transition goals;

9.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

9.2.6.3. Assisting with linkages to community supports as necessary.

9.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

9.2.6.5. Identifying barriers to success; and

9.2.6.6. Providing assistance with barrier resolution.

9.3. Phase One (1) CTI Services

9.3.1. The Contractor must provide Phase One (1) CTI services and

supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

9.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

9.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

9.3.2.1.1. Health care appointments.

9.3.2.1.2. Mental health appointments.

9.3.2.1.3. Recovery and substance use treatment sessions.

9.3.2.1.4. Dental appointments.

9.3.2.1.5. Other appointments relative to life skills.

9.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

9.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

9.3.2.4. Attending meetings or appointments as requested by the individual.

9.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

9.3.4. The Contractor must complete a progress note in the EHR for each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

9.4. Phase Two (2) CTI Services

9.4.1. The Contractor must provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

9.4.2. The Contractor must reassess the individual's needs and update the Phase Plan.

9.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

9.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

9.4.3.2. Assisting with self-advocacy.

9.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

9.4.5. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

9.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

9.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

9.4.7.1. Faith and/or spiritual programs.

9.4.7.2. Physical fitness programs.

9.4.7.3. Social clubs.

9.4.7.4. Creative art programming.

9.4.7.5. Education.

9.4.7.6. Employment.

9.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

9.5. Phase Three (3) CTI Services

9.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

9.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

9.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community by developing a long-term plan to:

9.5.3.1. Manage their support network independently: and

9.5.3.2. Achieve recovery goals that remain outstanding.

9.5.4. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

9.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

9.5.5.1. Acknowledge achievements over the past 9 months; and

9.5.5.2. Ensure the individual can function independently with their support network.

9.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

9.5.6.1. The steps the individual made that indicate their ability to manage their support network independently;

9.5.6.2. The individual's recovery and transition goals;

9.5.6.3. The individual's experience in CTI;

9.5.6.4. Initial Risk Assessment;

9.5.6.5. Barriers to the Intervention; and

9.5.6.6. A summary of the CTI Intervention.

9.6. CTI Program Inactive, Reactivated, and Closed Statuses

9.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

9.6.1.1. <u>Inactive Status</u>

9.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

9.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

9.6.1.1.3. The CTI Supervisor must:

9.6.1.1.3.1. Move the individual to an inactive roster maintained

in a location determined by the Contractor;

9.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

9.6.1.1.3.3. Note the individual did not complete the program in the EHR.

9.6.1.2. Reactivated Status

9.6.1.2.1. An individual must be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

9.6.1.2.2. Once the individual is reactivated, the CTI Supervisor must reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

9.6.1.2.3. The reactivated individual must continue the CTI program according to the initial nine (9) month timeline based on their date of discharge.

9.6.1.2.4. The CTI Coach must update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

9.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

9.6.1.2.5.1. A minimum of two (2) visits by their CTI Coach,

including confirmation that the Phase Plan is appropriate and/ or updated; and

9.6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

9.6.1.3. Closed Status

9.6.1.3.1. An individual must be considered closed if the individual:

9.6.1.3.1.1. Moved out of state, or the catchment area;

9.6.1.3.1.2. Passed away;

9.6.1.3.1.3. Is hospitalized for an extended period of time as determined by the Contractor;

9.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

9.6.1.3.1.5. Is incarcerated; or

9.6.1.3.1.6. Has not had contact after discharge for three (3) weeks, including a minimum of two (2) outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's closing policy.

9.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

9.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

9.6.1.3.4. If the individual becomes eligible for CTI again, the Contractor must ensure they are allowed to receive the service.

9.7. CTI Supervisory Scope of Work

9.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

9.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

9.7.3. The Contractor must ensure the CTI Supervisor conducts bi-weekly one-on-one supervision with CTI workers. The Contractor must ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

9.7.3.1. Bi-weekly documentation on required forms that include the:

9.7.3.1.1. Weighted caseload tracker;

9.7.3.1.2. Phase date form; and

9.7.3.1.3. CTI Team Supervision form; and

9.7.3.2. CTI worker's fidelity efforts; and

9.7.3.3. CTI worker's barriers to securing community services and supports for CTI participants.

9.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

9.7.4.1. New Hampshire Hospital (NHH) Liaison

9.7.4.2. Designated Receiving Facility (DRF)

9.7.4.3. Crisis-related meeting representation and support.

9.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

9.8. CTI Flexible Needs

9.8.1. When no other payer is available, the Contractor must offer short-term financial relief related to barriers to services on behalf of

individuals they serve, which may include but are not limited to:

9.8.1.1. Groceries.

9.8.1.2. Transportation.

9.8.1.3. Childcare.

9.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

9.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

9.8.1.6. Other uses pre-approved in writing by the Department.

9.9. CTI Staffing

9.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

9.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

9.9.1.3. Four (4) Full Time Equivalent (FTE) level CTI Workers, each of whom maintain and manage no more than 20 individuals concurrently, unless otherwise approved by the Department.

9.9.1.4. One (1) 0.5 FTE CTI Supervisor.

9.9.2. The Contractor must ensure all CTI staff:

9.9.2.1. Complete the CTI model training;

9.9.2.2. Attend CTI Team meeting; and

9.9.2.3. Attend Community of Practice (CoP) meetings.

9.9.3. The Contractor must participate in training and skill deployment, as requested by the Department, which includes:

9.9.3.1. A one (1) day CTI worker training;

9.9.3.2. A one (1) day CTI supervisor training;

9.9.3.3. Assist in co-facilitating CTI staff training;

9.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

9.9.3.5. Complementary trainings to CTI staff.

**10. Coordination of Care from Residential or Psychiatric Treatment Facilities**

10.1. The Contractor must designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community.

10.2. The Contractor may designate a different liaison for individuals being served through their children's services.

10.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

10.5. The Contractor must work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.6. The Contractor must make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days.

If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**11. Coordinated Care and Integrated Treatment**

11.1. Primary Care

12.1.1. The Contractor must request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor must support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

11.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Peer Supports

11.3.1. The Contractor must actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

Initial BH

11.3.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

11.3.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

11.3.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

11.4. Transition of Care with MCO's

11.4.1. The Contractor must ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**12. Deaf Services**

12.1. The Contractor must work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

12.2. The Contractor must work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

12.3. The Contractor must ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

12.4. The Contractor must ensure services are person-directed, which may result in:

12.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

12.4.2. Care being shared across the regions; or

12.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**13. CANS/ANSA or Other Approved Assessment**

13.1. The Contractor must ensure all clinicians, with the exception of Rapid Response staff, providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

13.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

13.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence- based tool, if serving the adult population.

13.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

13.3. The Contractor must ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

13.3.1. Utilized to develop an individualized, person-centered treatment plan;

13.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

13.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

13.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

13.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

13.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

13.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

13.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6)

months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**14. Pre-Admission Screening and Resident Review**

14.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

14.2. Upon request by the Department, the Contractor must:

14.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

14.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

14.2.2.1. Requires nursing facility care; and

14.2.2.2. Has active treatment needs.

**15. Application for Other Services**

15.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

15.1.1. Medicaid.

15.1.2. Medicare.

15.1.3. Social Security Disability Income.

15.1.4. Veterans Benefits.

15.1.5. Public Housing.

15.1.6. Section 8 Subsidies.

15.1.7. Child Care Scholarship.

**16. Community Mental Health Program (CMHP) Status**

16.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

16.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-

M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**17. Quality Improvement**

17.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

17.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

17.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

17.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

17.3.1. Submit all required information in a format provided by the Department or contracted vendor.

17.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

17.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

17.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

17.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

17.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

17.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**18. Maintenance of Fiscal Integrity**

18.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

18.1.1. Balance Sheet for the Contractor's entire organization including all related parties.

18.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

18.1.2.1. All revenue sources and expenditures; and

18.1.2.2. A budget column allowing for budget to actual analysis.

18.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

18.1.3.1. All revenue sources and all related expenditures for the Program; and

18.1.3.2. A budget column allowing for budget to actual analysis.

18.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

18.2. 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.

18.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

18.3.1. Days of Cash on Hand:

18.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

18.3.1.2. 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.

18.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

18.3.2. Current Ratio:

18.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

18.3.2.2. Formula: Total current assets divided by total current liabilities.

18.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

18.3.3. Debt Service Coverage Ratio:

18.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

18.3.3.2. Definition: The ratio of net income to the year to date debt service.

18.3.3.3. 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.

18.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

18.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

18.3.4. Net Assets to Total Assets:

18.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

18.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

18.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

18.3.4.4. Source of Data: The Contractor's monthly financial statements.

18.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

18.4. In the event that the Contractor does not meet either:

18.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or Initial BH

18.4.2. 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:

18.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

18.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

18.5. 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:

18.5.1. 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.

18.6. 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.

18.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

18.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

18.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**19. Reduction or Suspension of Funding**

19.1. 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.

19.1.1. 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.

19.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

19.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

19.1.2.2. Crisis services for all individuals.

19.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

19.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**20. Elimination of Programs and Services by Contractor**

20.1. Not including service reductions collaboratively addressed in Section 19. 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.

20.2. 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.

20.3. 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.

**21. Closed Loop Referral System**

21.1. 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.

21.2. 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.

21.2.1. 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.

**22. Data Reporting**

22.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

22.2. The Contractor must submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

22.3. The Contractor must submit individual client intake, demographics, payor, diagnostic, referral, location, and other information specified by the Department, and all service encounter and outcome data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

22.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

22.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expects updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

22.6. The Contractor must meet all the general requirements for the Phoenix system which include, but are not limited to:

22.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

22.6.2. Ensuring data files and records are consistent with reporting specification requirements.

22.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

22.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

22.6.5. Participating in Departmental efforts for system-wide data quality improvement.

22.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

22.6.6.1. All data is formatted in accordance with the file specifications;

22.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

22.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

22.7. The Contractor must meet the following standards:

22.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

Initial BH

22.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

22.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

22.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

22.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

22.9.1. The exemption length shall not exceed 180 days.

22.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

22.9.3. The Contractor must implement the Department-approved corrective action plan.

22.9.4. Failure by the Contractor to implement the correction action plan may require:

22.9.4.1. An additional corrective action plan; or

22.9.4.2. Other remedies as specified by the Department.

**23. Background Checks**

23.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

23.1.1. 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;

23.1.2. 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

23.1.3. 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.

**24. Confidential Data**

24.1. 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.

24.2. 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.

**25. Privacy Impact Assessment**

25.1. 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:

25.1.1. How PII is gathered and stored;

25.1.2. Who will have access to PII;

25.1.3. How PII will be used in the system;

25.1.4. How individual consent will be achieved and revoked; and

25.1.5. Privacy practices.

25.2. 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.

**26. Department Owned Devices, Systems and Network Usage**

26.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or

access the Department network in the fulfilment of this Agreement, each End User must:

26.1.1. 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;

26.1.2. 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;

26.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

26.1.4. 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;

26.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

26.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

26.1.7. 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."

26.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

26.1.9. Agree when utilizing the Department's email system:

26.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

26.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

26.1.9.3. 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."

26.1.10. 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:

26.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

26.1.10.2. 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.

26.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

26.1.11. 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.

26.1.12. 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.

26.1.13. Workspace Requirement

26.1.14. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

**27. Contract End-of-Life Transition Services**

27.1. General Requirements

27.1.1. 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.

27.1.2. 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.

27.1.3. 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.

27.1.4. 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.

27.1.5. 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.

27.1.6. 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.

27.2. Completion of Transition Services

27.2.1. 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.

27.2.2. 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.

27.3. Disagreement over Transition Services Results

27.3.1. 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.

**28. Exhibits Incorporated**

28.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

28.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

28.3. 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 I, Business Associate Agreement, which has been executed by the parties.

**29. Additional Terms**

29.1. **Impacts Resulting from Court Orders or Legislative Changes**

29.1.1. 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.

29.2. **Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services**

29.2.1. The Contractor must submit:

29.2.1.1. 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.

29.2.1.2. 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

29.2.1.3. 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).

29.3. **Credits and Copyright Ownership**

29.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

29.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

29.3.3. 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.

29.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

29.4. **Operation of Facilities: Compliance with Laws and Regulations**

29.4.1. 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.

29.5. **Eligibility Determinations**

29.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

29.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**30. Records**

30.1. The Contractor must keep records that include, but are not limited to:

30.1.1. 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.

30.1.2. 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 including, but not limited to, 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.

30.1.3. 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.

30.1.4. Medical records on each patient/recipient of services.

30.2. 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.

30.3. 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.

## Payment Terms

1. This Agreement is funded by:
   1.1. 0.35% Federal funds, Block Grants for Community Mental Health Services, as awarded on 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM090358.
   1.2. 1.93% Federal funds, PROHEALTH NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.3. 97.37% General funds.
   1.4. 0.35% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer,

the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 7,080.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 1,176,094.00 | $ 1,176,094.00 | $ 1,176,094.00 | $ 1,176,094.00 | $ 4,704,376.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 24,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ - | $ - | $ 5,300.00 |
| ProHealth NH Grant | $ 139,117.00 | $ - | $ - | $ - | $ 139,117.00 |
| Community Behavioral Health Clinic (Stipends) | $ - | $ - | $ - | $ - | $ - |
| Critical Time Intervention | $ - | $ - | $ 370,311.00 | $ 370,311.00 | $ 740,622.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | **$ 1,600,781.00** | **$ 1,451,364.00** | **$ 2,077,778.00** | **$ 2,082,778.00** | **$ 7,212,701.00** |

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #2, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

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6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 6. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1)<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Behavioral Health Services Information System (BHSIS):

6.6.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.6.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.6.1.2. Software or training purchases aimed at improving data collection; and

6.6.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.6.2. Supporting Documentation Requirements:

6.6.2.1. **For staff time:** Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.6.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.6.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.6.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlines in Exhibit B – Amendment #2, Scope of Services. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

6.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain

and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.11. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.11.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.11.1.1, Rate Table, which are rates set for the term of the contract.

**6.11.1.1. Rate Table**

| Rate | Amount | Eligibility | Payment Frequency |
|---|---|---|---|
| Pre-CTI | $128.79 | Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting. | Paid once per individual. |
| CTI (Phases 1-3) | $370.91 | Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum. | Paid once per individual, per month, not to exceed nine (9) consecutive months. |

6.11.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Section 6.11.1.1. The Contractor shall provide supporting documentation of actual expenses incurred in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.11.2.1. CTI worker salaries and benefits;

6.11.2.2. CTI supervisor salaries and benefits; and

6.11.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.11.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in

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accordance with amounts specified in the Rate Table in Section 6.11.1.1., then:

6.11.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.11.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-5, Budget – Amendment #2, over the term of the Agreement.

6.11.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.11.1.1., then:

6.11.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in accordance with the Rate Table in Section 6.11.1.1., and the actual amounts of expenses incurrred.

6.11.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.11.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.11.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.11.1.1 have been met for each individual identified on the invoice.

6.11.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.11.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.11.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-5, Budget – Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

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6.11.7.1. Used to directly support the needs of the client when no other funds are available;

6.11.7.2. Used for one-time expenses tangible in nature;

6.11.7.3. Not disbursed as gift cards or gift certificates;

6.11.7.4. Directly allocable to the work performed under this Agreement;

6.11.7.5. Appropriate in amount and nature, as determined by the Department; and

6.11.7.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

6.11.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.11.8.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.11.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-5, Budget – Amendment #2, and meet criteria as outlined by the Department at the time of application.

6.11.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.11.9.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.11.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.11.9.2.1. Table 2**

| # | Incentive Payment Goal | Total Incentive Payments |
|---|---|---|
| 1 | For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, CMHCs may be qualified for incentive payments. | $350 per individual |
| 2 | For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments. | $500 per individual |

6.11.9.2.2. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

6.11.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.11.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

6.11.9.4. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

   7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

   7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

   7.3. Identifies and requests payment for allowable costs incurred in the previous month.

   7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

   7.5. Supporting documentation shall be labeled by line item.

   7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

   7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

   Financial Manager
   Department of Health and Human Services
   129 Pleasant Street
   Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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-3, Budget - Amendment #2

**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:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $650,000 | $100,000 | $650,000 | $100,000 |
| 2. Fringe Benefits | $184,000 | $28,174 | $184,000 | $28,174 |
| 3. Consultants | $115,000 | $20,000 | $115,000 | $20,000 |
| 4. Equipment<br>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 | $500 | $0 | $500 | $0 |
| 5.(e) Supplies - Office | $4,000 | $0 | $4,000 | $0 |
| 6. Travel | $8,000 | $0 | $8,000 | $0 |
| 7. Software | $20,000 | $0 | $20,000 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $2,000 | $500 | $2,000 | $500 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Other Telephone* | $14,000 | $1,000 | $14,000 | $1,000 |
| *Other Occupancy* | $20,190 | $2,000 | $20,190 | $2,000 |
| *Other Insurance* | $5,000 | $0 | $5,000 | $0 |
| *Other Employee Background Checks* | $0 | $500 | $0 | $500 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 | $0 | $0 |
| Total Direct Costs | $1,022,690 | $152,174 | $1,022,690 | $152,174 |
| Total Indirect Costs | $153,404 | $22,826 | $153,404 | $22,826 |
| ***Subtotals*** | **$1,176,094** | **$175,000** | **$1,176,094** | **$175,000** |
| | | | **Total** | **$ 2,702,188** |

Initial

Contractor Initials: BH

Date: 6/3/2025

**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:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 15.00%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Funded by DHHS - SFY 27 |
|---|---|---|
| 1. Salary & Wages | $160,000 | $160,000 |
| 2. Fringe Benefits | $32,000 | $32,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $3,652 | $3,652 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $195,652 | $195,652 |
| Total Indirect Costs | $29,348 | $29,348 |
| ***Subtotals*** | **$225,000** | **$225,000** |
| | **Total** | **$ 450,000** |

Initial

Contractor Initials: BH

Date: 6/3/2025

Exhibit C-5, Budget - Amendment #2

| | |
|---|---|
| **New Hampshire Department of Health and Human Services** | |
| | Behavioral Health & Developmental Services of Strafford County, Inc. |
| **Contractor Name:** | DBA Community Partners of Strafford County |
| **Budget Request for:** | Critical Time Intervention |
| **Budget Period:** | SFY2026 - SFY2027 |
| **Indirect Cost Rate (if applicable)** | 0.00% |

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $8,000 | $8,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $362,311 | $362,311 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $370,311 | $370,311 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$370,311** | **$370,311** |
| | **TOTAL** | **$740,622** |

Contractor Initials: BH (Initial)

Date: 6/3/2025

Docusign Envelope ID: C5FB512B-D12C-4718-B45E-2AB12215F115

# 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: C5FB512B-D12C-4718-B45E-2AB12215F115

# 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: C5FB512B-D12C-4718-B45E-2AB12215F115

## 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: C5FB512B-D12C-4718-B45E-2AB12215F115

# 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 | CONTACT NAME: Michele Palmer | |
|---|---|---|
| Cross Insurance-Manchester<br>1100 Elm Street<br>Manchester NH 03101 | PHONE (A/C, No, Ext): (603) 669-3218 | FAX (A/C, No): (603) 645-4331 |
| | E-MAIL ADDRESS: manch.certs@crossagency.com | |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Behavioral Health & Developmental Services of Strafford County Inc,<br>113 Crosby Road, Ste 1<br>Dover NH 03820 | 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<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [X] PRO-JECT [ ] LOC<br>[X] OTHER: Professional Liability | | | ZDVJ21776402 | 11/01/2024 | 11/01/2025 | EACH OCCURRENCE | $ 1,000,000 |
| | | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 100,000 |
| | | | | | | | MED EXP (Any one person) | $ 20,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 1,000,000 |
| | | | | | | | GENERAL AGGREGATE | $ 3,000,000 |
| | | | | | | | PRODUCTS - COMP/OP AGG | $ 3,000,000 |
| | | | | | | | Professional Liability | $ 1,000,000 |
| B | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS<br>[ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY | | | AWVJ207949 | 11/01/2024 | 11/01/2025 | COMBINED SINGLE LIMIT (Ea accident) | $ 1,000,000 |
| | | | | | | | BODILY INJURY (Per person) | $ |
| | | | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| C | [X] UMBRELLA LIAB [X] OCCUR<br>[ ] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DED [X] RETENTION $ 10,000 | | | UHVJ21828502 | 11/01/2024 | 11/01/2025 | EACH OCCURRENCE | $ 7,000,000 |
| | | | | | | | AGGREGATE | $ 7,000,000 |
| | | | | | | | | $ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N<br>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 | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| E | Directors & Officers Liability | | | PHSD1835742 | 11/01/2024 | 11/01/2025 | Limit | $5,000,000 |
| | | | | | | | Deductible | $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**

Michael Gunier

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113 Crosby Road
Suite 1
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-3244

50 Chestnut Street
Dover, NH 03820
(603) 516-9300
Fax: (603) 743-1850

25 Old Dover Road
Rochester, NH 03867
(603) 516-9300
Fax: (603) 335-9278

A United Way
Partner Agency

**Mission:** Community Partners connects 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.

BerryDunn




# CONSOLIDATED FINANCIAL STATEMENTS

and

# SUPPLEMENTARY INFORMATION

June 30, 2024 and 2023

With Independent Auditor's Report

BerryDunn

# 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.

**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

**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.

## 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.

**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 | $ 99,899 | $ 3,063,998 | $ 33,715,728 | $ - | $ 33,715,728 |
| Medicare revenue | - | 10,274 | - | - | - | - | 187,823 | - | 99,550 | 297,747 | - | 297,747 |
| Client resources | 13,222 | 53,543 | 821,664 | - | 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 | 64,861 | 781,436 | 1,827,971 | 4,123,123 | 152,708 | 4,275,831 |
| Grant income | 32,661 | 345,362 | 46,058 | 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 | - | - | 7,036 | 1,474 | - | - | - | - | 74,271 | 82,781 | 136 | 82,917 |
| Other revenue | 3,292 | 3,227 | 12,196 | 781 | 34,183 | 1,563 | 40,327 | 1,276 | 3,997 | 100,844 | 50,077 | 150,921 |
| Total public support and revenue | 793,646 | 3,764,231 | 5,719,776 | 1,253,343 | 12,675,825 | 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 | 12,675,825 | 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 | 2,992,585 | 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 | 88,855 | 503,210 | 2,556,450 | 542,881 | 3,099,331 |
| Payroll taxes | 45,964 | 174,979 | 218,226 | 24,828 | 134,423 | 241,118 | 133,991 | 44,040 | 216,416 | 1,235,987 | 217,415 | 1,453,402 |
| Client treatment services | 7,243 | 236,142 | 115,596 | 462,824 | 6,592,578 | 2,764,448 | 65,969 | - | 284,324 | 10,529,125 | - | 10,529,125 |
| Professional fees and consultants | 19,008 | 78,289 | 269,383 | 3,596 | 64,788 | 30,540 | 111,970 | 104,556 | 98,129 | 780,249 | 252,216 | 1,032,465 |
| Subcontractors | - | - | - | - | - | - | - | - | - | - | - | - |
| Staff development and training | 7,399 | 18,106 | 61,040 | 3,279 | 8,361 | 1,818 | 21,757 | 6,997 | 16,287 | 145,044 | 108,082 | 253,126 |
| Rent | - | 108,536 | 104,619 | - | 12,180 | - | 64,271 | 7,627 | 102,471 | 399,904 | 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 | 16,981 | 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 | 6,438 | 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 | 36,083 | 204,548 | 14,628 | 219,176 |
| Office | 17,129 | 79,184 | 87,974 | 4,454 | 46,679 | 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 | 56 | 807 | 104 | 1,105 | 5,358 | 797 | 6,155 |
| Equipment maintenance | 43,676 | 184,203 | 173,454 | 9,980 | 81,758 | 19,480 | 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 | 46,542 | 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 | 71,759 | 53,683 | 4,360 | 17,394 | 6,514 | 32,814 | 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 | 136,766 | 45,353 | 1,265 | 65,859 | 116,437 | 21,890 | 3,466 | 54,555 | 465,176 | 10,041 | 475,217 |
| Assistance to individuals | 7,753 | 2,953 | 3,322 | 55,452 | 33,969 | 150,598 | 963 | 326 | 18,625 | 273,979 | 619 | 274,598 |
| Insurance | 10,534 | 85,455 | 36,487 | 2,150 | 32,908 | 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 | 128 | 1,102 | 97,769 | 2,126 | 703 | 12 | 9 | 10 | - | 101,851 | 12 | 101,863 |
| Total expenses | 954,318 | 4,500,842 | 5,022,115 | 1,020,837 | 9,497,090 | 6,815,243 | 2,932,612 | 915,691 | 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 | $ (20,850) | $ 1,420,219 | $ 6,324,312 | $ (4,064,745) | $ 2,259,567 |

The accompanying notes are an integral part of these consolidated financial statements.

## BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS 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 | $ 3,874,510 | $ 150,664 | $ 668,061 | $ 39,214,108 | $ - | $ 39,214,108 |
| Medicare revenue | - | 12,551 | - | - | - | - | 228,989 | - | 58,477 | 298,017 | - | 298,017 |
| Client resources | 56,407 | 79,773 | 554,564 | - | 1,300,430 | 31,807 | 300,135 | 36,848 | 87,969 | 2,438,933 | - | 2,438,933 |
| Contract revenue | 65,961 | 437,234 | 366,304 | 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 | 508,859 | 2,547,776 | 15,202,734 | 2,735,202 | 17,937,936 |
| Employee benefits | 135,534 | 463,027 | 486,160 | 53,504 | 310,566 | 176,939 | 195,698 | 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 | 135,789 | 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 | 371,606 | 5,871,774 | 3,219,913 | 235,473 | - | 78,197 | 10,500,187 | 20 | 10,500,207 |
| Professional fees and consultants | 43,811 | 25,478 | 237,967 | 7,418 | 56,485 | 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 | 1,267 | 19,079 | 3,326 | 14,545 | 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 | 98,540 | 3,852 | 31,888 | 6,063 | 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 | 208 | 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 | 81,945 | 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 | 787 | 7,608 | 24,654 | 4,040 | 28,694 |
| Transportation | 10,298 | 164,678 | 32,574 | 746 | 51,784 | 122,596 | 18,733 | 14,006 | 53,563 | 468,998 | 8,648 | 477,646 |
| Assistance to individuals | 39,541 | 244 | 3,879 | 50,433 | 30,130 | 58,632 | 5,405 | 92 | 24,720 | 213,076 | 917 | 213,993 |
| Insurance | 10,703 | 53,602 | 44,122 | 2,438 | 31,752 | 6,369 | 35,413 | 8,118 | 39,327 | 230,064 | 46,781 | 276,825 |
| Membership dues | - | 1,174 | 57 | - | - | - | 4,477 | - | 126,826 | 132,534 | 11,421 | 143,955 |
| Other | 10 | 1,468 | 135,687 | 1,335 | 10 | 11 | 1,311 | 4,062 | 15,069 | 158,961 | - | 158,961 |
| Total expenses | 1,165,431 | 4,468,666 | 4,948,356 | 804,614 | 17,721,937 | 5,904,742 | 3,265,400 | 799,401 | 4,326,597 | 43,425,144 | 4,022,023 | 47,447,167 |
| Total changes in net assets without restrictions | $ (97,096) | $ (343,806) | $ 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.

**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.

## 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).

## 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.

## 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 |

## 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.

## 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.

## 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.

# SUPPLEMENTARY INFORMATION

## 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 |

## 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 |

## 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 | 656,783 | 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 |

# 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

# Christopher D. Kozak

## EXECUTIVE LEADERSHIP

### Profile

Experienced non-profit executive providing leadership, vision, and direction to support infrastructure change in the rapidly changing environment faced by non-profit agencies. Possesses a comprehensive knowledge of the State of New Hampshire's Department of Health and Human Services operations, initiatives, and processes. Demonstrated commitment to ensuring the provision of exceptional services, support and care for clients and their families. Understands the importance of working with community partners for the betterment of all.

Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- Staff Development
- Fiscal Responsibility
- Strategic Planning
- Alternative Payment Methods
- Process and Quality Improvement
- Team Building
- Community Relations

### Professional Experience

**Community Partners** Dover, NH October 2010 – Present

***A State designated Community Mental Health Program providing services to individuals***

***Chief Executive Officer (5/22 – present)***

Senior member of the leadership team with primary responsibility of overseeing the Behavioral Health Services Division.

***Accomplishments***

- Successful transition of leadership
- Received a Substance Abuse and Mental Health Service Administration (SAMHSA) grant to provide mental health awareness training over five years (approx. $500,000)

***State & Community Committees***

- Voting member of the New Hampshire Community Behavioral Health Association
- Voting member of Community Support Network, Inc.
- CMHC Representative on the Mental Health & Addiction Services Committee
- Member of the Dover Police Departments Community Engagement Committee

***Chief Operating Officer (4/12 – 5/22)***

***Director of Quality Improvement (10/10 – 4/12)***

***Accomplishments***

- Introduced integrated health services via ProHealth SAMHSA Grant
- Brought on the Rockingham Service Link contract without disruption of service
- Collaboration with the Developmental Services COO for integrated services at Northam House and Bunker Lane
- Secured funding for several projects via Region 6 IDN (i.e., FOCUS App, Integrated care in primary care setting, financial support for licensure supervision, etc.)
- Mental health center lead in the launch of the statewide rapid response/mobile crisis response model

***State & Community Committees***

- Member of the Dover Police Departments Community Engagement Committee
- Mobile Crisis Response Steering Committee
- Strafford County Public Health Network Advisory Committee (current member and former Chair)
- Member of the Dover Mental Health Alliance

**Dynamic Solutions NE, LLC** Portsmouth, NH September 2008 – 2016

***Independent consulting company specializing in revenue enhancement strategies, operational automation and small application development for behavioral health practices and small health plans.***

***Consultant***

Founded Dynamic Solutions NE, LLC after spending nearly two decades in leadership positions in the insurance, case management and technology fields.

*Accomplishments*

- Developed proposal for a custom web-based outcome measurement application to be used by 14 psychiatric treatment centers spanning six states.
- Provided expert witness consultation in a case related to software pirating.
- Provide ad hoc consultation to information technology firms relative to healthcare informatics.

**Casenet Inc.** Bedford, MA August 2006 – July 2008

*A startup software company offering a platform care management solution for commercial insurance carriers as well as Medicaid / Medicare care management programs.*

*Vice President of Product Management*

Key member of the management team with responsibility for developing client specific solutions as well as creating the vision driving overall product direction.

*Accomplishments*

- Visionary behind the base business solution platform for the care management marketplace.
- Developed messaging that was instrumental in landing first commercial payer accounts (>$9 million).
- Member of the Senior Management Team that successfully secured $7.5 million of B-round financing.

**Landmark Solutions, LLC** (A.K.A. BHN) Concord, NH September 1998 – September 2006

*A regional managed behavioral healthcare company, national employee assistance program, and IT consulting group.*

*Vice President of Managed Care Services (7/03 – 8/06)*

*Director of Behavioral Health Services (8/98 – 7/03)*

Complete responsibility for the managed care product including $3.5 million operating budget, $18 million clinical capitation, strategic planning, vision, provider contracting, and oversight of five operating departments. Worked closely with IT to develop and implement innovative and efficient processes and systems to support process improvement, operational compliance, reporting and analysis, and workflow integration.

**CNR Health, Inc.** Milwaukee, WI August 1991 – September 1998

*A national company offering medical, behavioral health, disability, and worker's compensation management services, employee assistance programs, and software development.*

*Director of Case Management*

Directly responsible for the care management business unit including medical and behavioral health utilization management, case management, disability management and workers compensation management.

## Education

**North Dakota State University, Fargo, ND**
**Bachelor of Science in Psychology, 5/87**
Minor: Statistics

**Marquette University, Milwaukee, WI**
**Master of Science in Clinical Psychology, 8/89**
Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

## References

**Available upon request**

## Suzanne Bagdasarian



**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.

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

# CURRICULUM VITAE

| | | |
|---|---|---|
| **NAME** | Robert John Allister, M.D. | |
| **ADDRESS** | [redacted] | |
| **CERTIFICATION** | Diplomate National Board of Medical Examiners | 1974 |
| | American Board of Psychiatry and Neurology | 1980 |
| **LICENSURE** | Pennsylvania, Wisconsin, California, Maine, New Hampshire, | |
| **EDUCATION** | University of Wisconsin Hospitals<br>Madison, WI | |
| | Psychiatric Resident | 1972-1975 |
| | Chief Resident | 1974-1975 |
| | University of Wisconsin Medical School<br>Madison, WI | |
| | M.D. | 1973 |
| | Carthage College<br>Kenosha, WI | |
| | B.A. Cum Laude | 1969 |
| **PROFESSIONAL EXPERIENCE** | Community Partners<br>(Medical Director) | 12/03 to Present |
| | Behavioral Health Services<br>(Medical Director) | 10/01 to 12/03 |
| | Strafford Guidance Center, Inc.<br>(Medical Director) | 1996 to 10/01 |
| | Penn Group Medical Associates<br>HealthAmerica<br>Pittsburgh, PA | 1993-1996 |

Chief of Psychiatry
*Administrative duties included supervision of eight psychiatrists, quality assurance, utilization review, and all aspects of budget and program planning.

*Primary provider for inpatient treatment plan.

*Outpatient practice in an interdisciplinary team model.

*Psychiatric Medical Director for managed care network products.

*Member of Penn Group Medical Associates Executive Committee.

Alameda County Health Care Services 1988-1993
Highland General Hospital
John George Psychiatric Pavilion
Oakland, CA

Chief Psychiatrist
*Supervised 30 to 35 full-time and part-time psychiatrists in emergency room, inpatient, crisis and consultation/liaison services.
*Direct patient care in psychiatric emergency room and inpatient units.
*Participated in Quality Assurance and Utilization Review Committees.
*Member of hospital Executive Committee.

Alameda County Health Care Services 1981-1988
Highland General Hospital
Oakland, CA

Chief, Inpatient Psychiatry and
and consultation/Liaison Services
*Supervised 7 psychiatrists and 2 psychologists.
Provided direct patient care on inpatient and consultation/liaison services.
*Participated in quality improvement and utilization review.

| | |
|---|---|
| Alameda County Health Care Services<br>Highland General Hospital<br>Oakland, CA | 1978-1981 |
| Chief, Criminal Justice Inpatient Service<br>*Chief of forensic inpatient unit. | |
| Alameda County Health Care<br>Criminal Justice Mental Health<br>Oakland, CA | 1975-1978 |
| Head Clinician and Staff Psychiatrist | |
| San Francisco General Hospital<br>Psychiatric Emergency Services<br>San Francisco, CA | 1976 |
| Psychiatrist, part-time | |
| Psychiatric Clinic<br>Janesville, WI | 1974-1975 |
| Psychiatrist, private practice. | |

## 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-2024-DBH-02-MENTA-09-A02**
**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 |
| Robert Allister | Medical Director | $0.00 | $294,365 |
| | | | |
| | | | |
| | | | |

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Lori A. Weaver
Commissioner

Katja S. Fox
Director

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
*DIVISION FOR BEHAVIORAL HEALTH*

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov


February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

The individual contracts were approved by Governor and Council as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23 (Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23 (Item #31)<br>A1: 6/12/24 (Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,656 | O: 6/14/23 (Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23 (Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Department will continue to monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications, and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms; Section 7.5, to read:

   7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.7. to read:

   7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding per SFY is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

Initial BH

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/14/2025
Date

DocuSigned by:
Katja S. Fox
Name: Katja S. Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc. DBA
Community Partners of Strafford County

2/13/2025
Date

Signed by:
Bryant Hardwick
Name: Bryant Hardwick
Title: Board President

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/20/2025
Date

DocuSigned by:
Robyn Guarino
74B734844941460
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01'23 AM10:49 RCV

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Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

**STATE OF NEW HAMPSHIRE**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

***DIVISION FOR BEHAVIORAL HEALTH***

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **Sole Source** contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.82% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 |
| West Central Services, Inc.<br>DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 |
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 |

| | | | |
|---|---|---|---|
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B002 | Region 9 | $3,052,145 |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management | 174116-R001 | Region 10 | $5,972,669 |
| | | **Total:** | **$43,761,925** |

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

**05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)**

Northern Human Services (Vendor Code 177222-B004 )

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| | | | *Subtotal* | $2,349,250 | $0 | $2,349,250 |

West Central Services, Inc (Vendor Code 177854-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,255,526 | $0 | $2,255,526 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,926,437 | $0 | $1,926,437 |
| | | | *Subtotal* | $4,860,874 | $0 | $4,860,874 |
| | | Total CMH Program Support | | $30,990,708 | $0 | $30,990,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92204120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174080-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177854-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Lakes Region Mental Health Center (Vendor Code 154460-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | Total Mental Health Data Collection | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

Attachment A
Financial Details

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,383 | $0 | $467,383 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504185 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| 2025 | 644-504185 | SGFSER SGF SERVICES | 42105876 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

Attachment A
Financial Details

West Central Services, Inc (Vendor Code 177854-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

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Financial Details

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

03-93-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

Attachment A
Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-8917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 48108462 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-09

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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>Behavioral Health & Developmental Services of Strafford County, Inc.<br>DBA Community Partners of Strafford County | | 1.4 Contractor Address<br>113 Crosby Road, Suite #1<br>Dover, NH 03820 | |
| 1.5 Contractor Phone Number<br>(603) 516-9300 | 1.6 Account Number<br>05-95-92-922010-(4117, 4121, 2340)<br>05-95-92-921010-2053<br>05-95-42-421010-2958 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$3,052,145 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Wayne Goss<br>Date: 5/23/2023 | | 1.12 Name and Title of Contractor Signatory<br>Wayne Goss President | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>Date: 5/24/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino On: 5/26/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



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2. **SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. **EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. **CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. **CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. **COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. **PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



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**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the



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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



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Date 5/23/2023

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 9.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA.

The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

**3. Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

**4. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

4.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

4.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

4.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**5. Division for Children, Youth and Families (DCYF)**

5.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

5.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

6. Crisis Services

6.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

6.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

6.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

6.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

6.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

6.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

6.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

6.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

6.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

6.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

6.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

6.7.2. One (1) peer.

6.7.3. Telehealth access, and on-call psychiatry, as needed.

6.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

6.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

6.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

6.10.1. The location of the crisis.

6.10.2. The safety plan either developed over the phone or on record from prior contact(s).

6.10.3. Any accommodations needed.

6.10.4. Treatment history of the individual, if known.

6.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

6.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

6.11.2. Does not fulfill emergency medication refills.

6.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

6.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

6.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

6.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

6.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

6.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

6.16.1. Face-to-face assessments.

6.16.2. Disposition and decision making.

6.16.3. Initial care and safety planning.

6.16.4. Post crisis and stabilization services.

6.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

6.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

6.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

6.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

6.19.1.1. In or at the individual's home.

6.19.1.2. Community settings.

6.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

6.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth

dispatch by the Rapid Response Access Point, as clinically appropriate;

6.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

6.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

6.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

6.19.6.1. Obtaining the individual's mental health history including, but not limited to:

6.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

6.19.6.1.2. Substance misuse.

6.19.6.1.3. Social, familial and legal factors;

6.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

6.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

6.19.6.4. Conducting a mental status exam.

6.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

6.19.7.1. Staying in place with:

6.19.7.1.1. Stabilization services.

6.19.7.1.2. A safety plan.

6.19.7.1.3. Outpatient providers;

6.19.7.2. Stepping up to crisis stabilization services or apartments.

6.19.7.3. Admission to peer respite or step-up/step-down program.

6.19.7.4. Admission to a crisis apartment.

6.19.7.5. Voluntary hospitalization.

6.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

6.19.7.7. Medical hospitalization.

6.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

6.20.1. Promoting recovery.

6.20.2. Building upon life, social and other skills.

6.20.3. Offering support.

6.20.4. Reviewing crisis and safety plans.

6.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

6.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

6.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

6.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

6.21.3. Provided in the individual and family home, if requested by the individual;

6.21.4. Implemented using methods that include, but are not limited to:

6.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

6.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

6.21.4.2.1. Cognitive Behavior Therapy (CBT).

6.21.4.2.2. Dialectical Behavior Therapy (DBT).

6.21.4.2.3. Solution-focused therapy.

6.21.4.2.4. Developing concrete discharge plans.

6.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

6.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

6.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

6.22.1. Ensure outreach and educational activities may include, but are not limited to:

6.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

6.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

6.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

6.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

6.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

6.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

6.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

6.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

6.22.2.4. Coordinating with homeless outreach services.

6.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

6.23.1. Determine availability of the Rapid Response Teams;

6.23.2. Facilitate response of dispatched teams; and

6.23.3. Resolve the immediate crisis episode.

6.24. The Contractor shall maintain connection to the designated resource tracking system.

6.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

6.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

6.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

6.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

6.26.2.1. Number of unique individuals who received services.

6.26.2.2. Date and time of mobile arrival; and

6.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

6.26.3.1. Diversions from hospitalizations.

6.26.3.2. Diversions from Emergency Rooms.

6.26.3.3. Services provided.

6.26.3.4. Location where services were provided.

6.26.3.5. Length of time service or services provided.

6.26.3.6. Whether law enforcement was involved for safety reasons.

6.26.3.7. Whether law enforcement was involved for other reasons.

6.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

6.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

6.26.3.10. Outcome of service provided, which may include but is not limited to:

6.26.3.10.1. Remained in home.

6.26.3.10.2. Hospitalization.

6.26.3.10.3. Crisis stabilization services.

6.26.3.10.4. Crisis apartment.

6.26.3.10.5. Emergency department.

6.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

**7. Adult Assertive Community Treatment (ACT) Teams**

7.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

7.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

7.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

7.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

7.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

7.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

7.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

7.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

7.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

7.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

7.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

7.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

7.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

7.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

7.4.2. Screen for ACT per NH Administrative Rule He-M 426:16, or as amended, Assertive Community Treatment (ACT);

7.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

7.4.4. Make a referral for an ACT assessment within (7) days of:

7.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

7.4.4.2. An individual being referred for an ACT assessment;

7.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

7.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

7.4.6.1. Extended hospitalization or incarceration.

7.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

7.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

7.4.7.1. To exceed caseload size requirements; or

7.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**8. Evidence-Based Supported Employment**

8.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

8.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

8.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

8.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

8.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

8.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

8.6.1. Job development.

8.6.2. Work incentive counseling.

8.6.3. Rapid job search.

8.6.4. Follow along supports for employed individuals.

8.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

8.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

8.7.1. Work with the Department to identify solutions to meet the demand for services; and

8.7.2. Implement such solutions within 45 days.

8.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

8.9. The Contractor shall ensure SE staff receive:

8.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

8.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**9. Coordination of Care from Residential or Psychiatric Treatment Facilities**

9.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

9.1.1. Designate a different liaison for individuals being served through their children's services.

9.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

9.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

9.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

9.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

9.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

9.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

9.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

9.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7)

days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

9.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**10. Coordinated Care and Integrated Treatment**

10.1. Primary Care

10.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

10.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

10.1.2.1. Monitor health;

10.1.2.2. Provide medical treatment as necessary; and

10.1.2.3. Engage in preventive health screenings.

10.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

10.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

10.2. Substance Misuse Treatment, Care and/or Referral

10.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

10.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

10.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

10.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

10.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

10.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

10.3. Peer Supports

10.3.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

10.3.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

10.3.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

10.3.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

10.4. Transition of Care with MCO's

10.4.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**11. Deaf Services**

11.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

11.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

11.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

11.4. The Contractor shall ensure services are person-directed, which may result in:

11.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

11.4.2. Care being shared across the regions; or

11.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**12. Prohealth Coordinated and Collaborative Care Program (Through September 30, 2023)**

12.1. The Contractor shall provide population-level health, prevention, outreach, education, health and mental health screening, motivational enhancement, and referral to treatment for individuals including but not limited to youth and cultural and/or linguistic and sexual and/or gender minorities.

12.2. The Contractor shall incorporate person-centered health and mental health screenings with each individual's goals into to the intake, quarterly reassessments, treatment plans, shared plan of care, team meetings, and communications within the CMHC and Federally Qualified Health Center (FQHC).

12.3. The Contractor will continue to implement population health initiatives for individuals with more complex needs to achieve target behavioral and physical outcomes. The Contractor shall:

12.3.1. Utilize routine registries of individuals' behavioral and physical health indicators, referrals, and outcomes; and

12.3.2. Follow-up with individuals to provide motivational enhancement and referrals for case management, integrated services, and evidence-

based practice (EBP) integrated treatment as described in this agreement, as needed when the individual's behavioral and physical health target outcomes are not met.

12.4. The Contractor shall re-engage individuals who begin to dis-engage from care, in order to prevent premature discharge, and assist with coordination tracking, follow-up, and integration of physical and behavioral health care for individuals with more complex needs.

12.5. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles as described by the Department that include, but are not limited to:

12.5.1. Care coordinator(s).

12.5.2. Community health worker(s) and peer expert(s).

12.5.3. Information technology support.

12.6. The Contractor shall submit reports and documentation to the Department that include, but are not limited to:

12.6.1. Real-time and quarterly reports of de-identified and aggregate data which is collected in collaboration with and submitted to the Department or a contracted designee of the Department, and the SAMHSA through secure portals.

12.6.2. Written documentation of self-assessment that demonstrates that the partnership is pursuing the requirements of the Interoperability and Portability Act Stage 2 of meaningful use.

12.6.3. Written documentation of self-assessment that reflects plans to mirror certification or national accreditation standards in the delivery of coordinated, collaborative, and integrated care.

**13. Prohealth Integrated Home Health (Through September 30, 2023)**

13.1. The Contractor shall provide a person-centered Integrated Health Home aligned with a health integration model described by SAMHSA to ensure integrated delivery of services to individuals with Serious Mental Illness (SMI), Serious Persistent Mental Illness (SPMI), and/or Serious Emotional Disturbance (SED) by a multidisciplinary team of health and mental health professionals that include, but are not limited to:

13.1.1. Primary care service providers.

13.1.2. Community behavioral health care service providers.

13.1.3. Wellness service providers.

13.2. The Contractor shall provide co-located FQHC-delivered integrated primary care screenings, detection, treatment planning, and treatment of physical health conditions.

13.3. The Contractor shall deliver well-child and well-adult screenings, physical exams, immunizations and primary care treatment of physical illnesses.

13.4. The Contractor shall deliver, or refer individuals to, evidence-based practice (EBP) treatment services and integrated treatment, as needed, based on the outcomes of the physical health and wellness screenings and assessments.

13.5. The Contractor shall deliver integrated evidence-based screenings, treatment planning and treatment to individuals with behavioral health conditions with SMI, SPMI, and/or SED at evidence-based intervals.

13.6. The Contractor shall screen individuals for:

13.6.1. Trauma, depression and substance misuse;

13.6.2. Medication misuse;

13.6.3. Involvement or interest in employment and/or education;

13.6.4. Need for Adult ACT Team services; and

13.6.5. Desire for symptom management.

13.7. The Contractor shall provide EBP mental health services to individuals with SMI, SPMI, and/or SED in a stepped approach that ensures feasibility and high quality program implementation. The Contractor shall ensure services include, but are not limited to:

13.7.1. Illness Management and Recovery.

13.7.2. Trauma Focused Cognitive Behavioral Therapy.

13.7.3. Pharmacological treatment promoting the use of Decision Aid for Psychopharmacology.

13.8. The Contractor shall maintain staff or subcontractors at the FQHC with experience, credentials, and roles, as described by the Department, that include, but are not limited to:

13.8.1. Site project director.

13.8.2. Primary care advanced practice nurse or provider(s).

13.8.3. Primary care medical assistant(s).

13.8.4. Interview and data entry staff.

13.9. The Contractor shall submit documentation and reports to the Department that include, but are not limited to:

13.9.1. Quarterly reports, due by the fifteenth (15) day of the month prior to the close of the quarter, that include brief narratives of progress, training, and plans, policies, procedures, templates, and guidance changed to align with integration and wellness, in a format requested by the Department.

13.9.2. Quarterly reports of aggregated medical history and primary care provider and quarterly documented contact with primary care provider, past year physical exam and wellness visit documentation, in collaboration with and submitted to the Department or a contracted designee of the Department in a format and transmittal approved by the Department.

13.9.3. Quarterly reports of de-identified height, weight, body mass index (BMI), waist circumference, blood pressure, tobacco use and/or breath carbon monoxide, plasma glucose, and lipid documentation from the SAMHSA SPARS portal.

13.9.4. Quarterly quality improvement plans.

13.9.5. Quarterly reports on plans for sustainability that identify the policy and financing changes required to sustain project activities.

**14. Prohealth Wellness Interventions and Health Counseling (Through September 30, 2023)**

14.1. The Contractor shall provide individuals with, or refer individuals to, wellness programs that include multiple options tailored to individuals and that include health coaches to assist individuals with selecting options that best match individual needs and interests.

14.2. The Contractor shall ensure options include, but are not limited to:

14.2.1. One-time brief Motivational Enhancement interventions; Let's Talk About Smoking (LTAS), Vaping Education, Let's Talk About Feeling Good (LTAFG), and health education.

14.2.2. Access to medications associated with wellness interventions, including, but not limited to:

14.2.2.1. Nicotine replacement therapy (NRT).

14.2.2.2. NRT starter packs.

14.2.2.3. Onsite prescribing and pharmacy to maintain NRT supply.

14.2.2.4. Access other smoking cessation medication, which may include but is not limited to, varenicline and/or bupropion.

14.2.3. An individual one-time prevention contact and population level prevention initiatives that include materials for motivational enhancement, resources, and referrals for youth younger than sixteen (16) years of age.

14.2.4. The Breathe Well Live Well (BWLW) program with Care2Quit designed for smokers with SMI, SPMI, or SED, and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and quit attempts. The Contractor shall ensure BWLW includes counseling of an individual in the natural support system of the individual using Care2Quit curriculum, referral for cessation pharmacotherapy, and incentives for participation and quit attempts.

14.2.5. The Healthy Choices Healthy Changes (HCHC) program designed for individuals with SMI, SPMI, and/or SED who are overweight or obese and includes health counseling using motivational interviewing, cognitive behavioral therapy, and stages of change-based interventions to motivate risk reduction and acquisition of healthy habits and weight management. The Contractor shall ensure HCHC includes:

14.2.5.1. A gym membership for twelve (12) months;

14.2.5.2. A wellness specialist and an InSHAPE health mentor;

14.2.5.3. A Weight Watchers membership for one (1) year;

14.2.5.4. The Weight Watchers mobile application for individuals who are 18 years of age and older or the MyFitnessPal mobile application for youth younger than 18 years of age; and

14.2.5.5. A structured incentives program for participation and initiating behavior change.

14.2.6. Referrals and facilitated community engagement in wellness treatment services, including but not limited to:

14.2.6.1. A web-based application and text subscriptions.

14.2.6.2. New Hampshire Helpline telephone counseling services.

14.2.6.3. MyLifeMyQuit.

14.2.6.4. Tobacco and obesity education.

14.2.6.5. Diabetes education programs.

14.2.6.6. Other related programs in this agreement based on the outcomes of health screening and treatment planning goals identified above.

14.3. The Contractor shall maintain staff or subcontractors with experience, credentials, and roles, as described by the Department, that include but are not limited to:

14.3.1. Wellness specialist(s).

14.3.2. Health mentor(s).

**15. CANS/ANSA or Other Approved Assessment**

15.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

15.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

15.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**16. Pre-Admission Screening and Resident Review**

16.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor shall:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

**17. Application for Other Services**

17.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

**18. Community Mental Health Program (CMHP) Status**

18.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**19. Quality Improvement**

19.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor;

19.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

19.3.3. Support all efforts of the Department to conduct the survey;

19.3.4. Promote survey participation of individuals sampled to participate; and

19.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

19.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

19.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**20. Maintenance of Fiscal Integrity**

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet;

20.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis;

20.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis; and

20.1.4. Cash Flow Statement.

20.2. 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.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. 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.

20.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. 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.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of 30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

20.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

20.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

20.5.1. 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.

20.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

20.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

20.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**21. Reduction or Suspension of Funding**

21.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

21.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

21.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

21.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.3.2. Crisis services for all individuals.

21.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**22. Elimination of Programs and Services by Contractor**

22.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

22.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

22.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

22.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

22.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

22.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**23. Data Reporting**

23.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

23.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

23.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

23.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

23.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

23.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

23.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

23.6.2. Ensuring data files and records are consistent with reporting specification requirements.

23.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

23.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

23.6.5. Participating in Departmental efforts for system-wide data quality improvement.

23.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

23.6.6.1. All data is formatted in accordance with the file specifications;

23.6.6.2. No records will reject due to illegal characters or invalid formatting; and

23.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

23.7. The Contractor shall meet the following standards:

23.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

23.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 23.8.

23.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

23.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

23.8.1. The waiver length shall not exceed 180 days.

23.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

23.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

23.8.4. Failure of the Contractor to implement the plan may require:

23.8.4.1. Another plan; or

23.8.4.2. Other remedies, as specified by the Department.

**24. Privacy Impact Assessment**

24.1. 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:

24.1.1. How PII is gathered and stored;

24.1.2. Who will have access to PII;

24.1.3. How PII will be used in the system;

24.1.4. How individual consent will be achieved and revoked; and

24.1.5. Privacy practices.

24.2. 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.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 4.56% Federal funds, PROHEALTH NH, as awarded on 8/25/22, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.243, FAIN H79SM080245.
   1.2. 94.95% General funds.
   1.3. .49% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C, Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery-Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 3,540.00 |
| Rapid Response Crisis Services | $ 1,176,094.00 | $ 1,176,094.00 | $ 2,352,188.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 450,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 12,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ 5,300.00 |
| ProHealth NH Grant | $ 139,117.00 | $ - | $ 139,117.00 |
| Community Behavioral Health Clinic (Stipends) | $ - | $ - | $ - |
| Total | $1,600,781.00 | $1,451,364.00 | $3,052,145.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a

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maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-2, Budget through Exhibit C-3, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6, 250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized | $12,500 |

| | | |
|---|---|---|
| | Substance Abuse Treatment (S7) fidelity measures. | |

7.6. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.7. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.8. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs

7.9. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

7.10. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.11. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program | $5,000.00 |
| Indirect Costs (not to exceed 6%) | $300.00 |
| **Total** | **$5,300.00** |

7.12. ProHealth NH: Payment for ProHealth services shall be made monthly throughout the duration of the grant period, which ends September 29, 2023 as follows:

7.12.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of programming as outlined in Exhibit B, Scope of Services, and shall be in accordance with Exibit C-1, Budget.

7.12.2. The Contractor agrees to keep records of their activities related to Department programs and services.

7.13. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

8.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

8.2. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

9. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

9.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

9.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

9.3. Identifies and requests payment for allowable costs incurred in the previous month.

9.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

9.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

9.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

10. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

11. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

12. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

13. Audits

13.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

13.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

13.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

13.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

13.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to 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.

13.2.1. 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.

13.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

13.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | Behavioral Health & Developmental Services of | |
| **Budget Request for:** | Mental Health Services (Prohealth) | |
| **Budget Period** | 7/1/2023-6/30/2024 | |
| **Indirect Cost Rate (if applicable)** | 10.00% | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $49,000 | $0 |
| 2. Fringe Benefits | $24,010 | $0 |
| 3. Consultants | $36,000 | $0 |
| 4. Equipment<br>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 | $500 | $0 |
| 5.(e) Supplies Office | $840 | $0 |
| 6. Travel | $2,000 | $0 |
| 7. Software | $2,500 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $1,000 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $2,100 | $0 |
| Other (please specify) | $20 | $0 |
| Other (please specify) | $1,500 | $0 |
| Other (please specify) | $7,000 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $126,470 | $0 |
| | | |
| Total Indirect Costs | $12,647 | $0 |
| | | |
| **TOTAL** | $139,117 | $0. |

Contractor: WG (DS)

Date: 5/23/2023

Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | Behavioral Health & Developmental Services o | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2023-6/30/2024 | |
| **Indirect Cost Rate (if applicable)** | 10.00% | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $650,653 | $90,000 |
| 2. Fringe Benefits | $318,820 | $44,100 |
| 3. Consultants | $75,000 | $25,000 |
| 4. Equipment<br>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 | $500 | $0 |
| 5.(e) Supplies Office | $500 | $0 |
| 6. Travel | $11,000 | $0 |
| 7. Software | $3,000 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $2,000 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $5,703 | $0 |
| Other (please specify) | $2,000 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,069,176 | $159,100 |
| | | |
| Total Indirect Costs | $106,918 | $15,910 |
| | | |
| **TOTAL** | $1,176,094 | $175,010 |

Contractor: WG (DS)



Date: 5/23/2023

Exhibit C-3 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | Behavioral Health & Developmental Services of | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2024-6/30/2025 | |
| **Indirect Cost Rate (if applicable)** | 10.00% | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $650,653 | $90,000 |
| 2. Fringe Benefits | $318,820 | $44,100 |
| 3. Consultants | $75,000 | $25,000 |
| 4. Equipment<br>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 | $500 | $0 |
| 5.(e) Supplies Office | $500 | $0 |
| 6. Travel | $11,000 | $0 |
| 7. Software | $3,000 | $0 |
| 8.(a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $2,000 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $5,703 | $0 |
| Other (please specify) | $2,000 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,069,176 | $159,100 |
| | | |
| Total Indirect Costs | $106,918 | $15,910 |
| | | |
| **TOTAL** | $1,176,094 | $175,010 |

Contractor: WG (DS)



Date: 5/23/2023

New Hampshire Department of Health and Human Services
Exhibit D

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



Vendor Initials: WG
Date: 5/23/2023

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☒ if there are workplaces on file that are not identified here.

Vendor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President



**New Hampshire Department of Health and Human Services**
**Exhibit E**

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.

4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.

6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

**New Hampshire Department of Health and Human Services**
**Exhibit G**

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Contractor Initials WG

Date 5/23/2023

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity.

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| Department of Health and Human Services | Community Partners |
|---|---|
| The State By: Katja S. Fox | Name of the Contractor Wayne Goss |
| Signature of Authorized Representative | Signature of Authorized Representative |
| Katja S. Fox | Wayne Goss |
| Name of Authorized Representative | Name of Authorized Representative |
| Director | President |
| Title of Authorized Representative | Title of Authorized Representative |
| 5/24/2023 | 5/23/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Community Partners

5/23/2023
Date

DocuSigned by:
Wayne Goss
Name: Wayne Goss
Title: President

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: F6H7M3LQKZP4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #2**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), as amended on March 26, 2025 (Item #5B), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7., Completion Date, to read:

   June 30, 2027

2. Form P-37, General Provisions, Block 1.8., Price Limitation, to read:

   $11,976,131

3. Modify Exhibit B, Scope of Services, by replacing it in its entirety with Exhibit B – Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.
4. Modify Exhibit C, Payment Terms, by replacing it in its entirety with Exhibit C – Amendment #2, Payment Terms, which is attached hereto and incorporated by reference herein.
5. Add Exhibit C-3, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
6. Add Exhibit C-4, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
7. Add Exhibit C-5, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.
8. Add Exhibit C-6, Budget – Amendment #2, which is attached hereto and incorporated by reference herein.

All terms and conditions of the Contract and prior amendments not modified by this Amendment remain in full force and effect. This Amendment shall be effective July 1, 2025, upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

6/2/2025
Date

Signed by:
Kaja Fox
2A3FCB7D61684F3...
Name: Kaja Fox
Title: Director

The Mental Health Center for Southern New Hampshire
dba CLM Center for Life Management

6/2/2025
Date

DocuSigned by:
Vic Topo
D4AC55C3A9A946A...
Name: Vic Topo
Title: CEO

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

6/4/2025
Date

DocuSigned by:
Robyn Guarino
74873484941469...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

# EXHIBIT B – Amendment #2

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor must operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible individuals in the State of New Hampshire for Region 10.

1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the Department has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.4. The Contractor must provide individualized, recovery-based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence-based practices (EBPs).

1.5. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and must demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor must participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.6. The Contractor must enter into a capitation model for CMHC services or a PMPM or PPS model if certified as a CCBHC by contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.7. The Contractor must support the integration of physical and behavioral health as a standard of practice, implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.8. The Contractor must ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA. The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.9. The Contractor must engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.10. For the purposes of this agreement, all references to days shall mean business days unless otherwise specified.

1.11. The Contractor must provide individuals and caregivers the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.12. The Contractor must hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403 or as amended.

**2. System of Care for Children's Mental Health**

2.1. The Contractor must collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor must provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor must ensure services are:

2.2.1. Family Driven – services and supports provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven – services and supports provided in a manner that best meets the needs of the child, youth, or young adult; and supports their goals;

2.2.3. Community Based – services and supports provided in a manner that best allow children, youth, and young adults to stay within their home and community;

2.2.4. Cultural and Linguistic Competent – services provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender identity, gender expression, and sexual orientation; and

2.2.5. Trauma-informed.

2.3. The Contractor must collaborate with the Care Management entities providing FAST Forward, Transitional Enhanced Care Coordination (TrECC), and Early Childhood Wraparound (ECW) programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor must make referrals to the FAST Forward or ECW programs for any child, youth, or young adult that may be eligible including, but not limited to, children, youth, or young adults who:

2.4.1. Have multisystem involvement;

2.4.2. Are at risk for out-of-home treatment;

2.4.3. Have exhausted community-based services, and/or

2.4.4. Have been psychiatrically hospitalized.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor must maintain appropriate levels of certification through an agreement with The Baker Center for Children and Families, through a contract with the Children's Behavioral Health Resource Center.

3.2. The Contractor must maintain use of the Baker Center for Children and Families CHART system, maintained through a contract with the Children's Behavioral Health Resource Center, to support each case with MATCH-ADTC as the identified treatment modality.

3.3. The Contractor must ensure new, current, and incoming staff are utilizing the evidence-based practice of MATCH-ADTC with 30%-60% of Individuals whose needs are clinically appropriate for evidence-based practice.

3.4. The Contractor must invoice Bureau for Children's Behavioral Health (BCBH) through invoicing process outlined for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff (up to 10 staff) must not exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Children's Intensive Community-Based Services**

4.1. The Contractor must use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community-based services are most appropriate.

4.2. The Contractor must provide children's intensive community-based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments (EDs) for psychiatric crisis;

4.2.2. Are at risk for an episode of residential treatment;

4.2.3. Present with significant ongoing difficulties at school including, but not limited to, difficulties that would put the student at risk of out-of-district placement;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor must provide children's intensive community-based services as needed through a full array of services as defined in New Hampshire

Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor must provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community-based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor must screen adolescents receiving services for substance use utilizing one or more tools as appropriate that include, but are not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals twelve (12) years of age and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school-based clinicians for individuals referred for substance use.

4.6. The Contractor must provide children's intensive community-based services to individuals and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the individuals and their families in the community, in a culturally competent manner.

4.7. The Contractor must conduct and facilitate weekly children's intensive community-based team meetings in order to communicate needs and discuss progress.

**5. Rehabilitation for Empowerment, Education, and Work ("RENEW") Sustainability**

5.1. The Contractor must provide the RENEW intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services in accordance with the University of New Hampshire (UNH) - Institute on Disability (IOD) model.

5.2. The Contractor must ensure RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% ~~or higher~~

in domains 1-3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the individuals.

5.3. The Contractor must obtain support and coaching as needed from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**6. Division for Children, Youth and Families (DCYF)**

6.1. The Contractor must provide mental health consultation to staff at the DCYF District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor must provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care.

**7. Crisis Services**

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to eligible individuals, or presumed eligible in the ED, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or Managed Care Organizations (MCO) contracts for services rendered.

7.2. The Contactor must ensure Crisis services provided to eligible or presumed eligible individuals in EDs as part of a contract, other agreement, or other collaborative relationship must not be:

7.2.1. Provided by a CMHC employee whose salary and wages are funded under the contract for Rapid Response.

7.2.2. Included in Rapid Response reporting or data related to Rapid Response.

7.2.3. Routed or otherwise directed through the New Hampshire Rapid Response Access Point (NHRRAP or "Access Point") for dispatch or deployment.

7.3. The Contractor must document crisis services delivered in the ED setting as part of its required submissions to the Department's Phoenix system as described in Section 24, Data Reporting, in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.4. The Contractor must provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.5. The Contractor must provide emergency services as defined in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

7.6. As part of the crisis resolution, the Contractor must screen each individual 18 years or older for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor must:

7.6.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.6.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from ED or inpatient psychiatric or medical care setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.7. The Contractor must not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH or HHRTF is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor must:

7.7.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Youth Psychiatric Residential Treatment Facility, or other step-up/step-down beds prior to referring an individual to NHH

7.8. The Contractor must provide services to individuals experiencing a psychiatric and/or substance use related crisis through a Rapid Response Team consisting of two (2) specialty-trained crisis responders dispatched by the Access Point, unless responding to sites in accordance with Section 7.28.2.

7.9. The Contractor must ensure Rapid Response Teams meet the two (2) team member minimum, which may include any of the following:

7.9.1. Peer support specialists.

7.9.2. Bachelor's level provider.

7.9.3. Other Rapid Response crisis trained provider.

7.9.4. Master's level provider.

7.10. The Contractor must ensure the availability of a master's level provider, if not a part of the deployed Rapid Response Team, either virtually via videoconferencing or in person to conduct face-to-face assessments.

7.11. The Contractor must ensure Rapid Response Teams have access to on-call psychiatry as needed or clinically appropriate for:

7.11.1. Case consultation;

7.11.2. Emergency medication management, as determined by the prescriber;

7.11.3. Telehealth or video evaluation; and

7.11.4. Conditional Discharge Revocation Process.

7.12. The Contractor must ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M Chapter 400, Community Mental Health, Parts 403 and 426.

7.13. The Contractor must work in tandem with the designated vendor providing services through the Access Point contract as approved by the Governor and Executive Council.

7.14. The Contractor must maintain a current Memorandum of Understanding with the Access Point, which provides the Rapid Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.14.1. The location of the crisis.

7.14.2. The safety plan either developed over the phone or on record from prior contact(s).

7.14.3. Any accommodations needed.

7.14.4. Treatment history of the individual, if known.

7.14.5. Does not fulfill emergency medication refills.

7.15. The Contractor must promote the use of the telephone number for the Access Point as the primary contact for crisis services, which utilizes the Department's identified dispatching software to identify the closest available Rapid Response Team

7.16. The Contractor must provide written information to current Individuals, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.17. The Contractor must ensure all Rapid Response Team members participate in the Department's NH Rapid Response Crisis Training and Certification Program (NHRR CTCP) within one (1) year of their date of hire by the Contractor.

7.17.1. The NHRR CTCP is optional for Rapid Response Team members hired prior to June 30, 2024, and those who completed the previous 40-hour training requirement as provided by the Access Point.

7.18. The Contractor must provide the physical address(es) of any locations used to provide office-based same-day/next-day urgent appointments to the Access Point.

7.19. The Contractor must ensure follow-up attempts with an individuals in crisis not resulting in a billable service or contact is repeated up to three (3) times unless otherwise indicated by known unavailability of the individual in crisis or their declination of services or until contact is established by another provider. DS

7.20. The Contractor must ensure follow-up attempts are documented and reported to the Department as part of crisis reporting through Pheonix with appropriate time stamp.

7.21. The Contractor must ensure follow-up subsequent to a dispatch from the Access Point is completed by the Rapid Response Team that completed the deployment within 48 hours. Follow-up with an individual in crises may include, but is not limited to:

7.21.1. Subsequent deployment of a Rapid Response Team to the community.

7.21.2. Telehealth interventions including but not limited to phone, text, and video).

7.21.3. Stabilization appointments.

7.21.4. Other outreach attempts not resulting in a billable service or contact with the individual in crisis.

7.22. The Contractor must ensure a Rapid Response Team is available twenty-four (24) hours per day, seven (7) calendar days a week for deployment as directed by the Access Point.

7.23. The Contractor must ensure 80% of dispatch requests received from the Access Point by a Rapid Response Team or a crisis center are Completed, defined as, for the purposes of this contract, physical or virtual face-to-face contact with a deployed Rapid Response Team in a community setting or at the crisis center.

7.24. The Contractor must ensure Completed dispatches do not include cancelled dispatch requests from the Access Point.

7.25. The Contractor must ensure the Rapid Response Team is trained and available to provide crisis response services including mobile services to avoid unnecessary hospitalization, contact with law enforcement, incarceration, and/or institutionalization. The Contractor must ensure services include, but are not limited to:

7.25.1. Face-to-face assessments.

7.25.2. Disposition and decision-making.

7.25.3. Initial care and safety planning.

7.25.4. Post crisis and stabilization services.

7.25.5. Follow-up support.

7.26. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.27. The Contractor must follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.28. The Contractor must ensure the Rapid Response Team responds face-to-face to all dispatches in the community within one (1) hour of the request (per RSA 135-F), ensuring:

7.28.1. Rapid Response Team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes if occurring at locations based on individual and family choice that include, but are not limited to:

7.28.1.1. In or at the individual's home.

7.28.1.2. Community settings.

7.28.2. Rapid Response Team includes a minimum of one (1) clinician if occurring at a secured, staffed, or public service site including, but not limited to:

7.28.2.1. Jails.

7.28.2.2. Schools.

7.28.2.3. Clinics.

7.28.2.4. Fire Departments.

7.28.2.5. Other sites where Law Enforcement is in control of site and will remain for the duration of the mobile intervention.

7.28.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Access Point, in alignment with established dispatching protocols, policies, workflows, and procedures.

7.28.4. Rapid Response Teams are prohibited from declining service due to distance.

7.28.5. In situations where an in-person response is not feasible, video assessments are utilized as an alternative to meet the one-hour response time requirement as mandated by RSA 167:3-I, provided no other available team has been identified by the Access Point;

7.28.6. A no-refusal policy upon triage and all requests for Rapid Response Team dispatch receive a mobile response and assessment regardless of the individual's disposition, which may include current substance use.

7.28.7. When a mobile intervention is not provided, the Contractor submits to the Department:

7.28.7.1. Documented clinical rationale;

7.28.7.2. Administrative support; and

7.28.7.3. Phoenix reporting.

7.28.8. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.28.9. A face-to-face assessment as needed that includes, but is not limited to:

7.28.9.1. Assessment related to homicide and/or suicide risk.

7.28.9.2. Full mental health history including, but not limited to:

7.28.9.2.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.28.9.2.2. Substance use history.

7.28.9.2.3. Social, familial, environmental, and legal factors.

7.28.9.2.4. Presenting symptoms and onset of crisis.

7.28.9.3. Obtaining medication list, adherence to prescribed medications.

7.28.9.4. Brief medical history.

7.28.9.5. Mental status exam.

7.28.10. Developing a mutually agreed upon individualized safety plan and care disposition and decision-making with the individual, which may include, but is not limited to:

7.28.10.1. Staying in place with:

7.28.10.1.1. Stabilization services;

7.28.10.1.2. A safety plan; and/or

7.28.10.1.3. Follow-up with existing outpatient providers.

7.28.10.2. Stepping up to crisis stabilization services.

7.28.10.3. Admission to peer respite or step-up/step-down program.

7.28.10.4. Voluntary hospitalization.

7.28.10.5. Initiation of Involuntary Emergency Admission (IEA).

7.28.10.6. Medical hospitalization.

7.29. The Contractor must involve peer and/or other Rapid Response Team members by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.29.1. Promoting recovery.

7.29.2. Building upon life, social, and other skills.

7.29.3. Offering support.

7.29.4. Reviewing crisis and safety plans.

7.29.5. Facilitating referrals including, but not limited to, warm hand offs for post-crisis support services including connecting back to existing treatment providers including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.30. The Contractor must provide Sub-Acute Crisis Stabilization Services for up to 30 calendar days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor must ensure stabilization services are:

7.30.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.30.2. Delivered by the Rapid Response Team for individuals who are not in active treatment prior to the crisis;

7.30.3. Provided in the individual and family home, if requested by the individual;

7.30.4. Implemented using methods that include, but are not limited to:

7.30.4.1. The involvement of a specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support;

7.30.4.2. Providing crisis stabilization services with a Masters level clinician through short-term, trauma-informed approaches, which may include, but are not limited to:

7.30.4.2.1. Cognitive Behavior Therapy (CBT);

7.30.4.2.2. Dialectical Behavior Therapy (DBT);

7.30.4.2.3. Solution-focused therapy;

7.30.4.2.4. Developing concrete discharge plans; and

7.30.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.30.4.3. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.31. The Contractor must work with the Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of Rapid Response Team resources. The Contractor must:

7.31.1. Promote the primary mode of contact for individuals seeking mobile services in a community setting is the Access Point;

7.31.2. Engage in various outreach and educational activities including, but not limited to:

7.31.2.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.31.2.2. Including the Rapid Response Access point crisis telephone number on relevant agency materials as a prominent focal point for individuals to call if experiencing a crisis.

7.31.2.3. Direct communications with partners who direct them to the Access Point for crisis services and deployment;

7.31.2.4. Promoting the Children's Behavioral Health Resource Center website.

7.32. The Contractor must work with the Access Point to change utilization of ED for crisis response in the region and collaborate through:

7.32.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.32.2. Maintaining and developing relationships with regional and statewide first responders to promote the use of the Access Point for mobile response and crisis center dispatch and transfer;

7.32.3. Educating the individual and their support people on all diversionary services available by encouraging early intervention;

7.32.4. Maintaining and developing relationships with local hospitals and work together to promote the use of the Access Point and Access Point number and rapid response for community-based services to reduce ED use; and

7.32.5. Coordinating with homeless outreach services.

7.33. The Contractor must maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.33.1. Determine availability of the Rapid Response Teams;

7.33.2. Facilitate mobile response of dispatched teams; and

7.33.3. Resolve the immediate crisis episode.

7.34. The Contractor must maintain connection to the designated resource tracking system.

7.35. The Contractor must maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans, and shared care plans with community providers.

7.36. The Contractor must submit reports to the Department relative to the Rapid Response services provided in accordance with this agreement. The Contractor must:

7.36.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive Rapid Response Team services;

7.36.2. Provide monthly reports by the fifteenth (15th) day of each month on a template provided by the Department which must include, but is not limited to:

7.36.2.1. Number of unique individuals who received services.

7.36.2.2. Date and time of mobile arrival.

7.36.3. Submit reports through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications, unless otherwise instructed on a temporary basis by the Department, including, but not be limited to:

7.36.3.1. Diversions from hospitalizations.

7.36.3.2. Diversions from Emergency Rooms.

7.36.3.3. Services provided.

7.36.3.4. Location where services were provided.

7.36.3.5. Length of time service or services provided.

7.36.3.6. Whether law enforcement was involved for safety reasons.

7.36.3.7. Whether interpretation services or language support services were required.

7.36.3.8. Identification of follow up with the individual by a member of the Contractor's Rapid Response Team within 48 hours post face-to-face intervention.

7.36.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.36.3.10. Outcome of service provided, which may include, but is not limited to:

7.36.3.10.1. Remained in home.

7.36.3.10.2. Hospitalization.

7.36.3.10.3. Crisis stabilization services.

7.36.3.10.4. Crisis center services.

7.36.3.10.5. ED.

7.36.4. Contractor performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis outreach from a member of the Contractor's Rapid Response Team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

7.37. The Contractor must follow billing guidance as issued by the Department for all crisis services including those not provided as part of Rapid Response.

7.38. Rapid Response Crisis Center

7.38.1. The Contractor must expand Rapid Response services while continuing to operate a drop-in Rapid Response Crisis Center (RRCC) at levels 1.1. up to and including 1.4. The Contractor must ensure the RRCC is:

7.38.1.1. Welcoming to and serves children, youth, families, and adults for up to 23 hours and 59 minutes within discrete 24 hour timeframes;

7.38.1.2. Open from 8:00 am to 8:00 pm at a minimum, with the goal of increasing to 24 hours as staffing permits, 7 calendar days a week;

7.38.1.3. Open to accept walk-ins and first-responder drop-offs from anywhere in the state;

7.38.1.4. Recovery-oriented and community-based;

7.38.1.5. Integrated and aligned with the existing Rapid Response system.

7.38.1.6. Following established workflows, protocols, and procedures developed collaboratively with the Department, including, but not limited to:

7.38.1.6.1. AP Dispatching process.

7.38.1.6.2. Drop-off process.

7.38.1.6.3. RR Team to Crisis Center transfers.

7.38.1.6.4. Walk-in Process.

7.38.1.6.5. Referrals process.

7.38.1.7. Able to accept transfers using the Department's identified dispatching software from NH Mobile Rapid Response Teams;

7.38.1.8. Able to accept dispatches from the Access Point using the department's identified dispatching software;

7.38.1.9. Able to provide referrals for ongoing services via the Department's identified closed loop referral software; and

7.38.1.10. Able to provide RRCC services including, but not limited to:

7.38.1.10.1. Peer supported services.

7.38.1.10.2. Functional support services.

7.38.1.10.3. Clinician support services.

7.38.1.10.4. Medical supported services as defined by the Department to include allied health professions up to and including DEA licensed provider.

7.38.2. The Contractor must collaborate with the Department to develop reporting metrics for software systems as identified by the Department, including, but not limited to:

7.38.2.1. Phoenix.

7.38.2.2. Dispatching software.

7.38.2.3. Closed Loop Referral software.

7.38.2.4. Other formats as identified by the Department.

7.38.3. The Contractor must submit associated data and metrics for the RRCC as part of standard monthly Phoenix reporting requirements.

7.38.4. The Contractor must meet quarterly with the Department, or as otherwise requested by the Department.

7.38.5. If the Contractor is not able to meet the RRCC standards described in Section 6.38. continuously for more than thirty (30) calendar days, the Contractor must notify the Department in writing within five (5) days.

**8. Adult Assertive Community Treatment (ACT) Teams**

8.1. The Contractor must maintain an Adult ACT Team that meet fidelity to the SAMHSA Model, unless otherwise approved by the Department. The Contractor must ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment and rehabilitation in a timely manner as needed, onsite in the individuals'

homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual.

8.2. The Contractor must ensure, unless otherwise approved by the Department, ACT staff, with the exception of psychiatrist and nurse, receive:

8.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS, unless otherwise approved by the Department.

8.3. The Contractor must ensure that individuals who are referred for ACT services or who's ACT screening indicates potential eligibility for Adult ACT services ("positive screen") have an ACT assessment completed within seven (7) days. If the individual is assessed as appropriate for ACT services, they will be admitted to an ACT team within fifteen (15) days from the completed assessment. The Contractor must:

8.3.1. Ensure that, after making every reasonable effort, the Contractor is unable to admit an individual to an ACT team within thirty (30) days of the completed ACT assessment, the individual must be placed on an ACT waitlist;

8.3.2. Notify the Department in writing in the event of an ACT waitlist, including, but not limited to, the reason for the waitlist, proposed steps for resolution, and monthly updates on progress waitlist; and

8.3.3. Ensure individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge; and

8.3.4. Provide alternative services until the individual can be admitted to the ACT caseload, unless the individual no longer requires or accepts ACT services. The individual will remain on the waitlist while receiving these alternative services until they are either admitted to an ACT team or are no longer appropriate for ACT services.

8.4. The Contractor must understand that the expectation of the Department is that ACT services are readily available and there is no need for an individual to wait for ACT services, it is recognized there may be extenuating circumstances that delay admission.

8.5. The Contractor must ensure that individuals receiving services from Adult ACT Team, if psychiatrically hospitalized, are offered a same-day or next-day appointment with an Adult ACT Team member upon notification of discharge.

8.6. The Contractor is not required to provide ACT services to individuals who decline such services, or are not available to receive such services for reasons that may include but are not limited to:

8.6.1. Extended hospitalization or incarceration.

8.6.2. Relocation of individuals out of the contractor's designated Community Mental Health Region.

8.7. The Contractor must report its level of staff compliance with the above listed requirements on a monthly basis in a format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor must:

8.7.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

8.7.2. Screen for ACT per NH Administrative Rule He-M 426, or as amended, Assertive Community Treatment (ACT);

8.7.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

8.7.4. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department.

**9. Individual Placement and Support - Supported Employment (IPS-SE)**

9.1. The Contractor must provide IPS-SE services to eligible individuals in accordance with the SAMHSA and/or Dartmouth model, maintain fidelity to the model unless otherwise approved by the Department.

9.2. The Contractor must emphasize competitive employment by incorporating it into intake processes, promoting it through informational materials, Executive team support, and supports ways for individual to share work stories with others.

9.3. The Contractor must provide a referral for all individuals who express an interest in receiving IPS-SE services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor must ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for services. If waitlists are identified, Contractor must:

9.4.1. Work with the Department to identify solutions to meet the demand for services; and

9.4.2. Implement such solutions within 45 days.

9.5. The Contractor must deem the individual as waiting for IPS-SE services if the SE team cannot accommodate enrollment of IPS-SE services, at which ~~time~~ the

individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.6. The Contractor must gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.7. The Contractor must report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.8. The Contractor must maintain the penetration rate of individuals receiving SE at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor must ensure, unless otherwise approved by the Department, IPS-SE staff receive:

9.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS-SE Employment Center and approved by BMHS; and

9.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**10. Critical Time Intervention**

10.1. Critical Time Intervention (CTI)

10.1.1. The Contractor must operate a CTI program to support individuals eighteen (18) years of age and over who are transitioning back into their community from:

10.1.1.1. Priority one (1): New Hampshire Hospital or Designated Receiving Facilities (DRFs); and

10.1.1.2. Priority two (2): Other inpatient behavioral health settings, as approved in writing by the Department.

10.1.1.3. Priority three (3): Other settings as approved in writing by the Department.

10.1.2. The Contractor must ensure CTI program services are available in their Community Mental Health Region pursuant to He-M 425 for individuals who meet criteria as they relate to the transition, as determined by the Department.

10.1.3. The Contractor must operate a CTI program in accordance with fidelity standards established by the Center for the Advancement of Critical Time Intervention (CACTI) and/or directed by the Department. The Contractor must ensure:

10.1.3.1. Individuals receive services over a period of nine (9) months;

10.1.3.2. Individuals receive services in three phases, as specified in Sections 3 through 5; and

10.1.3.3. Services decrease in intensity as the service period progresses.

10.1.4. The Contractor must submit internal CTI policies and procedures related to maintaining fidelity, staff code of ethics, and addressing unethical conduct to the Department for review and approval before implementing any changes.

10.1.5. The Contractor must complete CTI program quality improvement reviews as requested by the Department, and upon completion, Contractor must participate in quality improvement activities, including but not limited to:

10.1.5.1. Revising or developing policies and procedures.

10.1.5.2. Participating in training.

10.1.5.3. Completing quality improvement plans in a format approved by the Department.

10.1.6. The Contractor must participate in Community of Practice (CoP) in-person and virtual events, or as otherwise requested and significantly funded by the Department.

10.1.7. The Contractor must meet with the Department monthly unless an alternative frequency is approved by the Department to address:

10.1.7.1. Individual and organizational challenges;

10.1.7.2. Progress; and

10.1.7.3. Opportunities.

10.1.8. The Contractor must establish and maintain effective working relationships with various local supports including, but not limited to:

10.1.8.1. New Hampshire Hospital and all of the DRFs, statewide.

10.1.8.2. Community Mental Health Centers, statewide.

10.1.8.3. Substance Use Disorder Treatment and Recovery Support Services.

10.1.8.4. Landlords.

10.1.8.5. Local Businesses.

10.1.8.6. Community Action Program agencies.

10.1.8.7. Peer Support Agencies.

10.1.8.8. Educational Institutions.

10.1.8.9. Public Assistance Agencies.

10.1.8.10. Local Welfare Offices.

10.1.8.11. Public Health Departments.

10.1.8.12. Transportation providers.

10.1.8.13. Faith-based organizations.

10.1.8.14. Refugee associations.

10.1.8.15. Health clubs.

10.1.8.16. Other social support organizations.

10.1.9. The Contractor must take all necessary action to support the individual with connecting to the community support providers as identified in the discharge plan.

10.1.10. The Contractor must assist the individual with access to intensive supports during all phases of the CTI program, as necessary, which include, but are not limited to:

10.1.10.1. ED visits.

10.1.10.2. Inpatient services to resolve crisis as they arise.

10.1.10.3. Supplementary crisis programs, as needed and determined by the Contractor.

10.1.10.4. Rapid Response.

10.1.10.5. The Doorways.

10.1.10.6. NH Peer Support Agencies

10.1.11. If an individual experiences a re-admittance and is no longer able to participate in CTI, the Contractor must ensure the individual, upon discharge, resumes services at a phase in fidelity with the CTI model, as determined by the CTI team.

10.2. Pre-CTI Services

10.2.1. The Contractor must provide Pre-CTI supports and services for the period after an individual is referred, and before the individual is discharged from an inpatient behavioral health setting.

10.2.2. The Contractor must ensure Individuals meet the current referral criteria as approved by the Department.

10.2.3. During the Pre-CTI phase, the Contractor must obtain consent

from the individual to participate in the CTI program.

10.2.4. The Contractor must contact the inpatient behavioral health setting, to which an individual was admitted, to:

10.2.4.1. Schedule an appointment with the individual within one (1) day of receiving a referral for services; and

10.2.4.2. Meet with the individual as often as needed, to:

10.2.4.2.1. Assess their needs; and

10.2.4.2.2. Develop a CTI Phase Plan that supports a successful discharge.

10.2.5. The Contractor must conduct an assessment of the individual's needs using tools pre-approved by the Department, to:

10.2.5.1. Review the individual's treatment history;

10.2.5.2. Identify existing community supports; and

10.2.5.3. Develop a Phase Plan in fidelity to the CTI model that identifies specific goals for the individual and ensure the Phase Plan addresses the underlying social determinants of the individual's behavioral and physical health, which may include but is not limited to:

10.2.5.3.1. Income.

10.2.5.3.2. Access to health care, including:

10.2.5.3.2.1. Health care services;

10.2.5.3.2.2. Mental health services;

10.2.5.3.2.3. Substance Use Disorder and Recovery Support Services; and

10.2.5.3.2.4. Insurance coverage.

10.2.5.3.3. Diet and exercise.

10.2.5.3.4. Education.

10.2.5.3.5. Employment.

10.2.5.3.6. Family and social supports.

10.2.5.3.7. Housing arrangements.

10.2.6. The Contractor must, in collaboration with the behavioral health setting, develop a CTI Phase Plan consistent with the CACTI Phase Plan template fields as identified in the appendices of the CTI Manual, as provided by the Department, for Successful

Discharge, which includes:

10.2.6.1. Documenting the individual's recovery and transition goals;

10.2.6.2. Identifying supports and services to assist the individual with transition back into the community;

10.2.6.3. Assisting with linkages to community supports as necessary.

10.2.6.4. Retaining signed Release of Information forms for community supports, as provided by the individual;

10.2.6.5. Identifying barriers to success; and

10.2.6.6. Providing assistance with barrier resolution.

10.3. Phase One (1) CTI Services

10.3.1. The Contractor must provide Phase One (1) CTI services and supports for the initial three (3) consecutive months after discharge from the inpatient behavioral health setting.

10.3.2. The Contractor must work with Individuals to develop or improve existing life skills, which may include, but are not limited to:

10.3.2.1. Scheduling and keeping appointments that include, but is not limited to:

10.3.2.1.1. Health care appointments.

10.3.2.1.2. Mental health appointments.

10.3.2.1.3. Recovery and substance use treatment sessions.

10.3.2.1.4. Dental appointments.

10.3.2.1.5. Other appointments relative to life skills.

10.3.2.2. Building relationships between the individual and their community support providers, as applicable, to establish a support network.

10.3.2.3. Facilitating conflict mediation between the individual and their community support providers, as applicable.

10.3.2.4. Attending meetings or appointments as requested by the individual.

10.3.3. The Contractor must follow up with the individual and/or their support system to ensure linkages to community supports.

10.3.4. The Contractor must complete a progress note in the EHR for

each encounter with the individual consistent with the CACTI progress note template fields as identified in the appendices of the CTI Manual.

10.4. Phase Two (2) CTI Services

10.4.1. The Contractor must provide Phase Two (2) CTI services and supports from month four (4) through month six (6) of the CTI program.

10.4.2. The Contractor must reassess the individual's needs and update the Phase Plan.

10.4.3. The Contractor must ensure the individual is actively working on strengthening their relationships with their support network established in Phase 1, by:

10.4.3.1. Teaching and reinforcing the skills necessary in managing their support network; and

10.4.3.2. Assisting with self-advocacy.

10.4.4. The Contractor must communicate with the individual's support network to monitor the individual's ability to maintain relationships with their support network.

10.4.5. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

10.4.6. The Contractor must provide additional community support provider referrals and obtain the associated Releases of Information to the individual as needed to promote self-efficacy.

10.4.7. The Contractor must engage the individual in identifying additional supports that reflect their personal interests, which may include, but are not limited to:

10.4.7.1. Faith and/or spiritual programs.

10.4.7.2. Physical fitness programs.

10.4.7.3. Social clubs.

10.4.7.4. Creative art programming.

10.4.7.5. Education.

10.4.7.6. Employment.

10.4.8. The Contractor must complete a progress note in the EHR for each encounter with the individual, consistent with the Progress Note template fields within the CTI Manual.

10.5. Phase Three (3) CTI Services

10.5.1. The Contractor must provide Phase 3 services and supports from month seven (7) through month nine (9) of the CTI program.

10.5.2. The Contractor must complete a closing note at the close of the individual's case consistent with the Closing Note template fields within the CTI Manual.

10.5.3. The Contractor must continue engaging the individual to ensure they are able to continue living autonomously in their community by developing a long-term plan to:

10.5.3.1. Manage their support network independently: and

10.5.3.2. Achieve recovery goals that remain outstanding.

10.5.4. The Contractor must decrease the frequency and duration of meetings in correlation with an increase in the individual's sustainable supports.

10.5.5. The Contractor must facilitate a final meeting/graduation with the individual within 14 days before or after the 9-month program completion date, to:

10.5.5.1. Acknowledge achievements over the past 9 months; and

10.5.5.2. Ensure the individual can function independently with their support network.

10.5.6. The Contractor must enter a final/graduation or closing due to declining services note in the EHR, consistent with the Closing Note template fields within the CTI Manual, which includes:

10.5.6.1. The steps the individual made that indicate their ability to manage their support network independently;

10.5.6.2. The individual's recovery and transition goals;

10.5.6.3. The individual's experience in CTI;

10.5.6.4. Initial Risk Assessment;

10.5.6.5. Barriers to the Intervention; and

10.5.6.6. A summary of the CTI Intervention.

10.6. CTI Program Inactive, Reactivated, and Closed Statuses

10.6.1. The Contractor must maintain the following criteria and procedures related to an individual's inactive, reactivated and closed statuses:

10.6.1.1. Inactive Status

10.6.1.1.1. If the CTI Coach makes contact with the individual at least once post discharge, but no engagement, defined as at least two (2) attempts by phone or in-person per week, for three (3) weeks occurs, the individual must be considered inactive.

10.6.1.1.2. The CTI Coach must notify the CTI Supervisor, and update the EHR to indicate the inactive status, based on the Contractor's documentation requirements and/or procedures.

10.6.1.1.3. The CTI Supervisor must:

10.6.1.1.3.1. Move the individual to an inactive roster maintained in a location determined by the Contractor;

10.6.1.1.3.2. Conduct outreach to the individual at least once per month for nine (9) months, and close the case at the completion of nine (9) months, defined as from the day of initial discharge; and

10.6.1.1.3.3. Note the individual did not complete the program in the EHR.

10.6.1.2. Reactivated Status

10.6.1.2.1. An individual must be considered reactivated after attending one (1) re-engagement meeting in which the Phase Plan is confirmed to be appropriate and/or updated.

10.6.1.2.2. Once the individual is reactivated, the CTI Supervisor must reassign the individual to the original CTI Coach, if available, or a new CTI Coach, as requested by the individual.

10.6.1.2.3. The reactivated individual must continue the CTI program according to the initial

nine (9) month timeline based on their date of discharge.

10.6.1.2.4. The CTI Coach must update the status in the EHR based on the Contractor's documentation requirements and/or procedures.

10.6.1.2.5. The individual must be closed at the completion of nine (9) months and shall be considered having completed and graduated from the program if they receive:

10.6.1.2.5.1. A minimum of two (2) visits by their CTI Coach, including confirmation that the Phase Plan is appropriate and/ or updated; and

10.6.1.2.5.2. A closing meeting in accordance with the CACTI fidelity self-assessment.

10.6.1.3. Closed Status

10.6.1.3.1. An individual must be considered closed if the individual:

10.6.1.3.1.1. Moved out of state, or the catchment area;

10.6.1.3.1.2. Passed away;

10.6.1.3.1.3. Is hospitalized for an extended period of time as determined by the Contractor;

10.6.1.3.1.4. Transferred to Assertive Community Treatment (ACT) services,

10.6.1.3.1.5. Is incarcerated; or

10.6.1.3.1.6. Has not had contact after discharge for three (3) weeks, including a minimum of two (2)

outreaches per week, and receives a notification letter or is otherwise notified according to the Contractor's closing policy.

10.6.1.3.2. The CTI Coach must update the EHR to indicate the closed status.

10.6.1.3.3. The CTI Supervisor must remove the individual from the CTI Coach's caseload.

10.6.1.3.4. If the individual becomes eligible for CTI again, the Contractor must ensure they are allowed to receive the service.

10.7. CTI Supervisory Scope of Work

10.7.1. The Contractor must ensure the CTI Supervisor conducts weekly team meetings with CTI workers.

10.7.2. The CTI Supervisor conducts a monthly caseload review with CTI team either during the team supervisor meetings or in a separate meeting.

10.7.3. The Contractor must ensure the CTI Supervisor conducts bi-weekly one-on-one supervision with CTI workers. The Contractor must ensure one-on-one supervision outcomes are documented on the CTI Team Supervision form contained within the CTI Manual provided to the Contractor by the Department, and includes:

10.7.3.1. Bi-weekly documentation on required forms that include the:

10.7.3.1.1. Weighted caseload tracker;

10.7.3.1.2. Phase date form; and

10.7.3.1.3. CTI Team Supervision form; and

10.7.3.2. CTI worker's fidelity efforts; and

10.7.3.3. CTI worker's barriers to securing community services and supports for CTI participants.

10.7.4. The Contractor must ensure the CTI Supervisor or another CTI staff acting as the covering CTI Supervisor participates in duties within the scope of CTI that align with the goals of Department. These other duties may include, but are not limited to:

10.7.4.1. New Hampshire Hospital (NHH) Liaison

10.7.4.2. Designated Receiving Facility (DRF)

10.7.4.3. Crisis-related meeting representation and support.

10.7.5. The Contractor must ensure all CTI workers take the CTI Implementation Fidelity Self-Assessment on a quarterly basis as requested by the Department.

10.8. CTI Flexible Needs

10.8.1. When no other payer is available, the Contractor must offer short-term financial relief related to barriers to services on behalf of individuals they serve, which may include but are not limited to:

10.8.1.1. Groceries.

10.8.1.2. Transportation.

10.8.1.3. Childcare.

10.8.1.4. Short-term housing costs, including, but not limited to, security deposits or utility bills.

10.8.1.5. Clothing appropriate for cold weather, job interviews, or work.

10.8.1.6. Other uses pre-approved in writing by the Department.

10.9. CTI Staffing

10.9.1. The Contractor must ensure staffing requirements for staff include at minimum, but are not limited to:

10.9.1.1. CTI Workers hold a bachelor's degree or associate degree with two (2) years of relevant work experience to include but not limited to CMHC experience, work in mental health, peer support, and/or substance-related fields; or as otherwise approved by the Bureau of Mental Health Services.

10.9.1.2. CTI Supervisors hold a master's degree or bachelor's Degree with at least six (6) months of CTI experience, one (1) year of CMHC experience, work in mental health, peer support, and/or substance-related fields, and working under the clinical supervision of a Master's level clinician; or as otherwise approved by the Bureau of Mental Health Services.

10.9.1.3. Three (3) Full Time Equivalent (FTE) CTI Workers, each of whom maintain and manage no more than 20

individuals concurrently, unless otherwise approved by the Department.

10.9.1.4. One (1) 0.5 FTE CTI Supervisor.

10.9.2. The Contractor must ensure all CTI staff:

10.9.2.1. Complete the CTI model training;

10.9.2.2. Attend CTI Team meeting; and

10.9.2.3. Attend Community of Practice (CoP) meetings.

10.9.3. The Contractor must participate in training and skill deployment, as requested by the Department, which includes:

10.9.3.1. A one (1) day CTI worker training;

10.9.3.2. A one (1) day CTI supervisor training;

10.9.3.3. Assist in co-facilitating CTI staff training;

10.9.3.4. CTI Team Lead & Supervisor Cohort Meeting; and

10.9.3.5. Complementary trainings to CTI staff.

**11. Coordination of Care from Residential or Psychiatric Treatment Facilities**

11.1. The Contractor must designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community.

11.2. The Contractor may designate a different liaison for individuals being served through their children's services.

11.3. The Contractor must not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor must be deemed to be in compliance with all NH Administrative He-M Chapter 400 rules regarding, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-M Chapter 400 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

11.4. The Contractor must participate in transitional and discharge planning within 24 hours of notification of admission to an inpatient facility.

11.5. The Contractor must work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will

have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

11.6. The Contractor must make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

11.7. The Contractor must ensure individuals who are discharged and are new to a CMHC have an offer of intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

11.8. The Contractor must make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit; Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities; Peer Support Recovery Center; or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

11.9. The Contractor must collaborate with NHH to develop and execute appropriate conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

11.10. The Contractor must have staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) calendar days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

11.11. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor must, at the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor must collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

## 12. Coordinated Care and Integrated Treatment

12.1. Primary Care

12.1.1. The Contractor must request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

12.1.2. The Contractor must support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

12.1.2.1. Monitor health;

12.1.2.2. Provide medical treatment as necessary; and

12.1.2.3. Engage in preventive health screenings.

12.1.3. The Contractor must consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

12.1.4. The Contractor must document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

12.2. Substance Misuse Treatment, Care and/or Referral

12.2.1. The Contractor must provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

12.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

12.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

12.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening

12.2.2. The Contractor must utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based

interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

12.2.3. The Contractor must make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

12.3. Area Agencies

12.3.1. The Contractor must collaborate with the Area Agency that serves the region to address processes that include:

12.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

12.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

12.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

12.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

12.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendee's include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor must ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is specific to intellectual disabilities, in conjunction with the DSM V-TR;

12.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

12.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards

treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

12.4. Peer Supports

12.4.1. The Contractor must actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

12.4.1.1. Employing individuals with mental health lived experience as integrated members of the CMHC treatment team(s) in the role of certified peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans and explore treatment engagement and connections with natural supports.

12.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

12.4.2. The Contractor must submit a peer support staff tracking document, as supplied by or otherwise approved by the Department as requested.

12.5. Transition of Care with MCO's

12.5.1. The Contractor must ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**13. Deaf Services**

13.1. The Contractor must work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

13.2. The Contractor must work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

13.3. The Contractor must ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

13.4. The Contractor must ensure services are person-directed, which may result in:

13.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

13.4.2. Care being shared across the regions; or

13.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**14. Helping Overcome Psychosis Early (HOPE) Program Service - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services**

14.1. The Contractor must provide services using a Department-approved Coordinated Specialty Care (CSC) model and implement the model of treatment for individuals with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

14.2. The Contractor must identify staff to deliver HOPE services and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

14.3. The Contractor must participate in meetings, no less than on a quarterly basis, with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

14.4. The Contractor must ensure the HOPE team includes roles in accordance with the CSC model including, but not limited to:

14.4.1. CSC team leader.

14.4.2. CSC case worker.

14.4.3. Supported Employment and Education (SEE) worker.

14.4.4. Therapist.

14.4.5. Family education and support therapist.

14.4.6. Peer.

14.4.7. Psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

14.5. The Contractor must ensure the HOPE programs' treatment services are available and provided to youth and adults between fourteen (14) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder, unless otherwise approved by the Department.

14.6. The Contractor must enroll and consistently serve a minimum of twenty (20) individuals at any given time in the ESMI/FEP program, unless otherwise approved by the Department.

14.7. The Contractor must ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis or ESMI to the program to ensure enrollment of ten (10) new individuals and/or maintenance of 90% program capacity throughout the year.

14.8. The Contractor must accept enrollees residing outside the Contractor's catchment areas when appropriate. The Contractor must ensure the HOPE programs' treatment model involves a team structure focused on:

14.8.1. Principles of shared decision-making;

14.8.2. Strengths and resiliency;

14.8.3. Recognition of the need for motivational enhancement;

14.8.4. Psychoeducational approach;

14.8.5. Cognitive behavioral therapy methods;

14.8.6. Development of coping skills; and

14.8.7. Integration of natural and peer supports.

14.9. The Contractor must provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor must ensure that CSC services align with the NH CSC model designated by the Department and include, but are not limited to:

14.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

14.9.1.1. Screening conducted by the HOPE team leader, or another team staff member and reviewed by the HOPE team leader, prior to admission to the program;

14.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

14.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

14.9.2. No less than bimonthly team meetings that:

14.9.2.1. Are led by the HOPE Team Leader, or by an appointed Team Lead if the position is vacant;

14.9.2.2. Include all HOPE team members; and

14.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each

individual; and developing strategies to implement the care plans.

14.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

14.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

14.9.3.2. Shared decision-making including education on:

14.9.3.2.1. Use of medications to manage symptoms; and

14.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

14.9.3.2.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

14.9.3.2.4. Smoking.

14.9.3.2.5. Weight gain.

14.9.3.2.6. Hypertension.

14.9.3.2.7. Dyslipidemia.

14.9.3.2.8. Prediabetes.

14.9.3.3. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for risk factors related to cardiovascular disease and diabetes.

14.9.3.4. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

14.9.3.5. Providing medication management services that include, but are not limited to:

14.9.3.5.1. Thirty (30) minutes per month or more, as clinically indicated, during the first six (6) months of enrollment.

14.9.3.5.2. Thirty (30) minutes every three (3) months or more, as clinically indicated, during the last 18 months of enrollment.

14.9.3.6. Specialized youth and young adult peer supports and services.

14.9.3.7. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

14.9.3.8. Family psychoeducation.

14.9.3.9. Access to telemedicine options for services that cannot be provided by the Contractor but are available through a regional CMHC that is able to provide services through a telemedicine model.

14.10. The Contractor must participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

14.11. The Contractor must provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor must ensure:

14.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

14.11.1.1. Develop referral pathways to the CSC program; and

14.11.1.2. Educate community partners about the program.

14.11.2. Outreach efforts must include:

14.11.2.1. Cultivating external relationships with admission and discharge personnel at local community hospitals, housing programs, criminal justice system, and schools through frequent visits, phone calls, email communication, and timely evaluation of potential FEP cases; and

14.11.2.2. Cultivating internal CMHC relationships and activities including, but not limited to, monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

14.12. The Contractor must ensure outreach contacts and efforts are reported on a quarterly basis.

14.13. The Contractor must utilize the CANS/ANSA, or other Department-approved evidenced based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

14.14. The Contractor must ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor must ensure transitions from HOPE include, but are not limited to:

14.14.1. A collaborative process that involves the individual, their relatives and important others, and members of the CSC team to determine readiness for a less intensive level of care.

14.14.2. An assessment of the Individual's progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

14.14.2.1. School and work functioning;

14.14.2.2. Quality of peer and family relationships;

14.14.2.3. Relief from symptoms;

14.14.2.4. Abstinence from substances; and

14.14.2.5. Effective management of health issues.

14.14.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

14.14.4. Utilizing formal transition planning guides and worksheets.

14.15. The Contractor must submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

14.15.1. Quarterly Team Leader Reports submitted no later than the 15th of the month following the close of each quarter, which must include, but is not limited to:

14.15.1.1. Monthly enrollment, service utilization, and outcomes reports.

14.15.1.2. Quarterly staffing summary.

14.15.1.3. Quarterly meeting summary.

14.15.1.4. Referral and enrollment efforts.

14.15.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

14.15.1.6. HOPE/FEP programs' report of all SAMSHA required data including, but not limited to:

14.15.1.6.1. The number of admissions into CSC services by age.

14.15.1.6.2. The number of individuals with FEP successfully discharged by CSC by age.

14.15.1.6.3. The Current number of individuals with FEP receiving CSC services by age.

14.15.1.6.4. The percentage of individuals with FEP who experienced no hospitalizations by age.

14.15.1.6.5. The percentage of FEP individuals who experienced no arrest by age.

14.15.2. The Contractor must utilize the reporting template to collect and report this data.

**15. CANS/ANSA or Other Approved Assessment**

15.1. The Contractor must ensure all clinicians, with the exception of Rapid Response staff, providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence- based tool, if serving the adult population.

15.2. The Contractor must ensure clinicians maintain certification through successful completion of a certification process provided by the Praed Foundation, annually.

15.3. The Contractor must ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor must complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH

Administrative Rule He-M 401 for eligibility determination and in accordance with NH Administrative Rule He-M 401 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidenced based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. There is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor must consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor must correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**16. Pre-Admission Screening and Resident Review**

16.1. The Contractor must assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor must:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

**17. Application for Other Services**

17.1. The Contractor must assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor must assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

**18. Community Mental Health Program (CMHP) Status**

18.1. The Contractor must meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor must provide all applicable documentation, policies and procedures, and must participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**19. Quality Improvement**

19.1. The Contractor must perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor must develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor must ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor must comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey. The Contractor must:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor.

19.3.2. Provide complete client data as requested with current client contact information to the Department so that individuals may be contacted to participate in the survey. and

19.3.3. Support all efforts of the Department to conduct the survey including having two staff members attending the bimonthly CMHC Survey Workgroup (one from adult programming and one from children's programming, this staff person can be direct care staff or QA/QI staff).

19.4. The Contractor must promote survey participation for individuals who are sampled to participate; and

19.5. The Contractor must display informational posters and share any other materials provided by the Department to explain the survey and support efforts by the Department to increase participation in the survey.

19.6. The Contractor must review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey Report. Report findings, or recommendations made by the CMHC Survey Workgroup must be incorporated into the Quality Improvement Plan goals.

19.7. The Contractor must engage and comply with all aspects of Fidelity Reviews and Assessments based on a model approved by the Department and on a schedule approved by the Department.

**20. Maintenance of Fiscal Integrity**

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, no later than thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet for the Contractor's entire organization including all related parties.

20.1.2. Year-to-date Profit and Loss Statement for the Contractor's entire organization that includes, for all related parties:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis.

20.1.3. Year-to-date Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis.

20.1.4. Year-to-date Cash Flow Statement for the Contractor's entire organization including all related parties.

20.2. 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.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. 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.

20.3.1.3. Performance Standard: The Contractor must have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor must maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. 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.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor must maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor must maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two (2) consecutive months; or

20.4.2. 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:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within 30 calendar days of receipt of notice from the Department.

20.5. 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:

20.5.1. 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.

20.6. 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.

20.7. The Contractor must provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor must complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which must include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor must display them separately as long as the cost center code is unchanged.

20.9. The Contractor must provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**21. Reduction or Suspension of Funding**

21.1. 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.

21.1.1. 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.

21.1.2. Any reductions to services taken by the Contractor and the Department shall prioritize the most critical services, including, but not limited to:

21.1.2.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.1.2.2. Crisis services for all individuals.

21.1.2.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.1.2.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**22. Elimination of Programs and Services by Contractor**

22.1. Not including service reductions collaboratively addressed in Section 21. 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.

22.2. 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.

22.3. 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.

**23. Closed Loop Referral System**

23.1. 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.

23.2. 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.

23.2.1. 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.

**24. Data Reporting**

24.1. The Contractor must submit any data identified by the Department to comply with federal and/or other reporting requirements and must work with the Department on any additional mutual agreed upon requests.

24.2. The Contractor must submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

24.3. The Contractor must submit individual client intake, demographics, payor, diagnostic, referral, location, and other information specified by the Department, and all service encounter and outcome data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

24.4. The Contractor must include client community mental health program eligibility including, but not limited to, SMI as applicable with all Phoenix services in alignment with current reporting specifications.

24.5. The Contractor must initiate any necessary system changes within thirty (30) calendar days to comply with annual Department updates to the Phoenix reporting specification(s). The Department expects updates to be completed within 90 days of notification of the new requirements. If a Contractor is unable to comply, the Contractor must submit a request to the Department for an extension that documents the reasons for non-compliance, and includes a work plan outlining tasks and timelines to ensure compliance.

24.6. The Contractor must meet all the general requirements for the Phoenix system which include, but are not limited to:

24.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

24.6.2. Ensuring data files and records are consistent with reporting specification requirements.

24.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

24.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

24.6.5. Participating in Departmental efforts for system-wide data quality improvement.

24.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

24.6.6.1. All data is formatted in accordance with the file specifications;

24.6.6.2. No records will be rejected due to invalid characters or invalid formatting; and

24.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

24.7. The Contractor must meet the following standards:

24.7.1. Timeliness: monthly data must be submitted no later than the fifteenth (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 five (5) business days.

24.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in Contractor systems, 98% must be submitted with valid values other than the unknown value. The Department may adjust this threshold through the exemption process described in Section 28.9.

24.7.3. Accuracy: submitted service and member data must conform to submission requirements for at least ninety-eight percent (98%) of the records, and one hundred percent (100%) of unique member identifiers must be accurate and valid.

24.8. The Contractor must document all interactions with the individual and any community support provider in their EHR.

24.9. The Department may, at its discretion, exempt requirements for timeliness, completeness, and accuracy in Phoenix on a case-by-case basis through a written communication that specifies the items being exempted. In all circumstances:

24.9.1. The exemption length shall not exceed 180 days.

24.9.2. If the Contractor fails to meet exemption standards, the Contractor must submit a corrective action plan to the Department for approval within thirty (30) calendar days of being notified of an issue.

24.9.3. The Contractor must implement the Department-approved corrective action plan.

24.9.4. Failure by the Contractor to implement the correction action plan may require:

24.9.4.1. An additional corrective action plan; or

24.9.4.2. Other remedies as specified by the Department.

**25. Background Checks**

25.1. Prior to permitting any individual to provide services under this Agreement, the Contractor must ensure that said individual has undergone:

25.1.1. 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;

25.1.2. 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

25.1.3. 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.

**26. Confidential Data**

26.1. 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.

26.2. 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.

**27. Privacy Impact Assessment**

27.1. 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:

27.1.1. How PII is gathered and stored;

27.1.2. Who will have access to PII;

27.1.3. How PII will be used in the system;

27.1.4. How individual consent will be achieved and revoked; and

27.1.5. Privacy practices.

27.2. 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.

**28. Department Owned Devices, Systems and Network Usage**

28.1. 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 (including, but not limited to, computer, tablet, mobile telephone) or access the Department network in the fulfilment of this Agreement, each End User must:

28.1.1. 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;

28.1.2. 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;

28.1.3. Not access or attempt to access information in a manner inconsistent with the approved policies, procedures, and/or agreement relating to system entry/access;

28.1.4. 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;

28.1.5. Only use equipment, software, or subscription(s) authorized by the Department's Information Security Office or designee;

28.1.6. Not install non-standard software on any Department equipment unless authorized by the Department's Information Security Office or designee;

28.1.7. 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."

28.1.8. Agree that use of email must follow Department and NH DoIT policies, standards, and/or guidelines; and

28.1.9. Agree when utilizing the Department's email system:

28.1.9.1. To only use a Department email address assigned to them with a "@ affiliate.DHHS.NH.Gov".

28.1.9.2. Include in the signature lines information identifying the End User as a non-Department workforce member; and

28.1.9.3. 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."

28.1.10. 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:

28.1.10.1. Complete the Department's Annual Information Security & Compliance Awareness Training prior to accessing, viewing, handling, hearing, or transmitting Department Data or Confidential Data.

28.1.10.2. 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.

28.1.10.3. Only access the Department's intranet to view the Department's Policies and Procedures and Information Security webpages.

28.1.11. 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.

28.1.12. 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.

28.1.13. Workspace Requirement

28.1.14. If applicable, the Department will work with Contractor to determine requirements for providing necessary workspace and State equipment for its End Users.

## 29. Contract End-of-Life Transition Services

29.1. General Requirements

29.1.1. 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.

29.1.2. 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.

29.1.3. 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.

29.1.4. 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.

29.1.5. 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.

29.1.6. 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.

29.2. Completion of Transition Services

29.2.1. 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.

29.2.2. 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.

29.3. Disagreement over Transition Services Results

29.3.1. 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.

**30. Exhibits Incorporated**

30.1. The Contractor must comply with the Federal Requirements in Exhibits D-H, and J which are attached hereto and incorporated by reference herein.

30.2. The Contractor must manage all confidential data related to this Agreement in accordance with the terms of Exhibit K, DHHS Information Security Requirements.

30.3. 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 I, Business Associate Agreement, which has been executed by the parties.

## 31. Additional Terms

### 31.1. Impacts Resulting from Court Orders or Legislative Changes

31.1.1. 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.

### 31.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

31.2.1. The Contractor must submit:

31.2.1.1. 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.

31.2.1.2. 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

31.2.1.3. 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).

### 31.3. Credits and Copyright Ownership

31.3.1. 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, including, but not limited to, the United States Department of Health and Human Services."

31.3.2. All materials produced or purchased under the Agreement must have prior approval from the Department before printing, production, distribution or use.

31.3.3. 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.

31.3.4. The Contractor must not reproduce any materials produced under the Agreement without prior written approval from the Department.

31.4. **Operation of Facilities: Compliance with Laws and Regulations**

31.4.1. 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.

31.5. **Eligibility Determinations**

31.5.1. The Contractor must make eligibility determinations in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

31.5.2. The Contractor must ensure all applicants are permitted to fill out an application form and must notify each applicant of their right to request a fair hearing in accordance with New Hampshire RSA 126-A:5 and Department regulations.

**32. Records**

32.1. The Contractor must keep records that include, but are not limited to

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32.1.1. 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.

32.1.2. 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 including, but not limited to, 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.

32.1.3. 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.

32.1.4. Medical records on each patient/recipient of services.

32.2. 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.

32.3. 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**
**Mental Health Services**

# EXHIBIT C – Amendment #2

## Payment Terms

1. This Agreement is funded by:
   1.1. 2.38% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, 5/16/24 and 12/6/24, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375, FAIN B09SM089640, FAIN B09SM090358.
   1.2. 0.37% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 97.04% General funds.
   1.4. 0.21% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
   2.3. The Indirect Cost Rate for this Agreement in the attached Budget Sheet(s).
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
4. Mental Health Services provided by the Contractor shall be paid in order as follows:
   4.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   4.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   4.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   4.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibit C – Amendment #2, Payment Terms, or which the Contractor cannot

otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

5. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

6. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8. Payment shall be made on a cost reimbursement basis for allowable expenses for services provided in the fulfillment of this Agreement, as specified in Exhibit B – Amendment #2, Scope of Services, and in accordance with the Department approved individual program budgets and as specified in Table 1 below, which summarizes the other contract programs and their maximum allowable amounts.

6.1. **Table 1**

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | SFY2026 Amount | SFY2027 Amount | TOTALS |
|---|---|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 1,770.00 | $ 7,080.00 |
| IPS-SE Pilot Program | $ - | $ - | $ 10,000.00 | $ 15,000.00 | $ 25,000.00 |
| Rapid Response Crisis Services | $ 2,000,000.00 | $ 2,000,000.00 | $ 2,000,000.00 | $ 2,000,000.00 | $ 8,000,000.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 225,000.00 | $ 900,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 12,500.00 | $ 50,000.00 |
| Child and Youth Based Programming and Team Based Approaches (BCBH) | $ 120,000.00 | $ 120,000.00 | $ 120,000.00 | $ 120,000.00 | $ 480,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 25,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 6,000.00 | $ 24,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 5,000.00 | $ 20,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 15,000.00 | $ 60,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ - | $ - | $ - | $ 5,300.00 |
| First Episode Psychosis Programming | $ 60,000.00 | $ 60,000.00 | $ 70,000.00 | $ 70,000.00 | $ 260,000.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,829.00 | $ - | $ - | $ - | $ 43,829.00 |
| Critical Time Intervention | $ - | $ - | $ 277,858.00 | $ 277,858.00 | $ 555,716.00 |
| CTI - Incentives (Shared Price Limitation) | $ - | $ - | $ 246,103.00 | $ 246,103.00 | $ 492,206.00 |
| **Total** | **$ 2,509,399.00** | **$ 2,455,270.00** | **$ 2,999,231.00** | **$ 3,004,231.00** | **$ 10,968,131.00** |
| From SFY24-27 | $ 2,509,399.00 | $ 2,455,270.00 | $ 2,999,231.00 | $ 3,004,231.00 | $ 10,968,131.00 |
| Difference | $ - | $ - | $ - | $ - | |
| SFY2023 | $ 1,008,000.00 | | | | $ 1,008,000.00 |

6.2. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B – Amendment #2, Scope of Services, Division for Children, Youth, and Families (DCYF).

6.3. Individual Placement and Support - Supported Employment (IPS-SE Pilot:

6.3.1. The Contractor shall be awarded two-year pilot funds to supplement non-billable IPS-SE costs as follows:

6.3.1.1. $10,000 for State Fiscal Year 2026; and

6.3.1.2. $15,000 for State Fiscal Year 2027.

6.3.2. Eligible non-billable activities, as required by fidelity, that can be invoiced include:

6.3.2.1. Staff time spent on job development activities;

6.3.2.2. Staff time spent on work incentive planning and counseling activities;

6.3.2.3. Staff time attending the following IPS-SE meetings:

6.3.2.3.1. BMHS CSP Quarterly meetings.

6.3.2.4. Staff time attending the following IPS-SE meetings:

6.3.2.4.1. State IPS Supervisor monthly meeting;

6.3.2.4.2. IPS-SE fidelity review and consultation meetings;

6.3.2.4.3. The Contractor internal mental health treatment team meetings;

6.3.2.4.4. Training and consultation meeting with other IPS-SE providers;

6.3.2.4.5. Meetings with NH Vocational Rehabilitation services;

6.3.2.4.6. IPS-SE leadership team/ steering committee meetings; and

6.3.2.4.7. Other preapproved non-billable IPS-SE fidelity and implementation activities as deemed appropriate by the Department.

6.3.3. The Contractor shall use the supportive documentaion template provided by the Department.

6.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B – Amendment #2, Scope of Services, Section 7. Crisis Services. The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-3, Budget – Amendment #2.

6.4.1. Law enforcement is not an authorized expense.

6.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-4, Budget – Amendment #2, and in accordance with an activity and general payment as outlined below.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a "Full Implementation" score of 113-140 on the ACT Fidelity Review.<br><br>OR<br><br>Up to two ACT incentives of $6,250 each (maximum of $12,500 per SFY) may be drawn in SFY 26 and SFY 27 upon scoring a 4 or 5 on any of the following fidelity items:<br><br>Dual Disorders Model (S9)<br>Responsibility for Hospital Discharge Planning (O6)<br>Assertive Engagement Mechanisms (S3)<br>Community-Based Services (S1)<br><br>OR<br><br>A total ACT incentive of $12,500 per SFY 26 and SFY 27 may be drawn upon achieving a 5 point or more total score increase on the ACT Fidelity Review from the previous year fidelity review. | $12,500 |

6.6. Child and Youth Based Programming and Team Based Approaches: The Contractor shall be paid on a cost reimbursement basis as specified in Exhibit C-5, Budget – Amendment #2.

6.7. Behavioral Health Services Information System (BHSIS):

6.7.1. BHSIS funds are available for data infrastructure projects or activities, contingent upon the receipt of other funds and the criteria for their use, as specified by the Department. Eligible activities may include:

6.7.1.1. Costs associated with the Phoenix and CANS/ANSA databases, such as IT staff time for re-writing, testing, or validating data;

6.7.1.2. Software or training purchases aimed at improving data collection; and

6.7.1.3. Staff training for collecting new data elements, including time spent completing annual CANS/ANSA Certification.

6.7.2. Supporting Documentation Requirements:

6.7.2.1. **For staff** time: Payroll records verifying pay rates, along with a spreadsheet detailing hours worked and the specific BHSIS-related tasks completed, including staff training time.

6.7.2.2. **For non-staff-related expenses:** Invoices for software purchases or related software costs.

6.7.2.3. Any additional funding requests for specific purposes must receive prior approval from BMHS staff.

6.7.2.4. The Contractor shall use the invoicing and supported documentation template provided by the Department or an alternative template created by the CMHC, subject to prior approval by the Department. Supporting documentation must be submitted by the 15th of the following month.

6.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B – Amendment #2, Scope of Services. The breakdown of this funding is outlined below.

| CHART AND OTHER TRAINING COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

6.9. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlines in Exhibit B – Amendment #2, Scope of Services. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an

Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

6.10. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain and expand expertise of current staff or trainings needed to obtain staff for vacant positions.

6.11. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B – Amendment #2, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs.

6.12. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B – Amendment #2, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoiced based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items. The Contractor must use the **FEP Invoicing Template** provided by the Department to document the specific tasks for which staff time is being invoiced.

6.12.1. Supporting Documentation Requirements:

6.12.1.1. Completed FEP Invoicing Template.

6.12.1.2. Staff timesheets and payroll reports.

6.12.1.3. Any proof of related costs that are non-billable to Medicaid.

6.12.1.4. The FEP supportive documentation invoicing template outlines all allowable tasks and costs that may be invoiced to the Department for compensation. The Contractor shall use the template provided by the Department and submit all required supporting documentation by the 15th of the following month.

6.13. Critical Time Intervention: the Contractor shall bill and seek reimbursement for services provided to individuals pursuant to this Agreement as follows:

6.13.1. A set rate shall be awarded per client served by the Contractor, indicated in the table listed in Section 6.13.1.1, Rate Table, which are rates set for the term of the contract.

**6.13.1.1. Rate Table**

| Rate | Amount | Eligibility | Payment Frequency |
|---|---|---|---|
| Pre-CTI | $128.79 | Minimum of one (1) encounter with the individual, in-person or virtual, to be eligible for this rate. All such encounters must occur prior to the individual's discharge from an inpatient setting. | Paid once per individual. |
| CTI (Phases 1-3) | $370.91 | Minimum of two (2) encounters during Phases 1 and 2, and a minimum of one (1) encounter during Phase 3 with the individual, in-person or virtual, to be eligible for this rate. Encounters must occur within the same calendar month to count towards the minimum. Pre-CTI encounters do not count towards this minimum. | Paid once per individual, per month, not to exceed nine (9) consecutive months. |

6.13.2. At the end of each quarter, the Department shall conduct a review of the Contractor's actual expenses relative to the rates paid in accordance with the Rate Table in Section 6.13.1.1. The Contractor shall provide supporting documentation of actual expenses incured in fulfillment of Exhibit B – Amendment #2, Scope of Services, which include:

6.13.2.1. CTI worker salaries and benefits;

6.13.2.2. CTI supervisor salaries and benefits; and

6.13.2.3. Department-approved administrative costs, not to exceed an indirect cost rate of 18.5%.

6.13.3. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services, exceed the rates paid in accordance with amounts specified in the Rate Table in Section 6.13.1.1., then:

6.13.3.1. The Department may reimburse the Contractor in an amount equal to the actual expenses incurred, minus the rate paid for the services; and

6.13.3.2. The amount reimbursed to the Contractor shall not exceed the per diem expense line in Exhibit C-6, Budget – Amendment #2, over the term of the Agreement.

6.13.4. If the actual costs incurred for providing services in Exhibit B – Amendment #2, Scope of Services are less than the rates paid in accordance with amounts specified in the Rate Table in Section 6.13.1.1., then:

6.13.4.1. The Department may collect from the Contractor the amount of the difference between the rates paid in

accordance with the Rate Table in Section 6.13.1.1., and the actual amounts of expenses incurrred.

6.13.4.2. Amounts of overpayments for the quarter as identifed by the calculation in Section 6.13.4.1. may be collected by written notice to the Contractor stating payment shall be made to the Department within 30 days of notification of overpayment.

6.13.5. The Contractor shall submit a monthly invoice in a form satisfactory to the Department with supporting documentation by the 15th day of the following month. Supporting documentation must demonstrate that the eligiblity requirements described above in the Rate Table in Section 6.13.1.1 have been met for each individual identified on the invoice.

6.13.6. The Contractor shall submit a monthly summary of all eligible program-related expenses, as identified in Section 6.13.2., in a form satisfactory to the Department with supporting documentation of expenses incurred by the 15th day of the month following the month in which services were provided.

6.13.7. The Contractor shall provide documentation for flexible funding in order to receive payments for flexible funding expenditures on a cost reimbursement basis, not to exceed the flexible funding line item defined in Exhibit C-6, Budget – Amendment #2. The Contractor shall ensure flexible funding expenditures incurred are:

6.13.7.1. Used to directly support the needs of the client when no other funds are available;

6.13.7.2. Used for one-time expenses tangible in nature;

6.13.7.3. Not disbursed as gift cards or gift certificates;

6.13.7.4. Directly allocable to the work performed under this Agreement;

6.13.7.5. Appropriate in amount and nature, as determined by the Department; and

6.13.7.6. Verified by supporting documentation, including, but not limited to, receipts of payment.

6.13.8. The Contractor may be eligible to receive payments to address extraordinary costs incurred in the fulfillment of this Agreement (herein contingency payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements

with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $25,000 for SFY 2026 and $25,000 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.13.8.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.13.8.2. Be eligible for contingency payments, which support program related costs that exceed per diem and flex funding line items defined in Exhibit C-6, Budget – Amendment #2, and meet criteria as outlined by the Department at the time of application.

6.13.9. The Contractor may be eligible to receive incentive payments in the fulfillment of program goals as described in Table 2 below (herein incentive payments), as approved by the Department. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide CTI services. The statewide total shared price limitation among all ten (10) Agreements is $221,103 for SFY 2026 and $221,103 for SFY 2027. No maximum or minimum funding amount per Contractor is guaranteed, and funding will be disbursed on a first come/first served basis. The Contractor may:

6.13.9.1. Apply for reimbursement of the expenses from the Department via a form satisfactory to the Department with applicable justifications; and

6.13.9.2. Be eligible to receive incentive payments upon achieving the Incentive Payment Goals as described below in Table 2 through June 30, 2027. The Contractor shall provide supporting documentation to demonstrate achievement of the Incentive Payment Goals, as requested by the Department.

**6.13.9.2.1. Table 2**

| # | Incentive Payment Goal | Total Incentive Payments |
|---|---|---|
| 1 | For each individual referred and having a Pre-CTI visit, and one (1) qualifying encounter during Phase 1 with a CTI Coach, | $350 per individual |

| | | |
|---|---|---|
| | CMHCs may be qualified for incentive payments. | |
| 2 | For each individual qualified CTI-program graduate, CMHCs may be qualified for incentive payments. | $500 per individual |

6.13.9.2.2. "Qualifying Encounter" for this incentive payment shall mean an interaction with an enrolled CTI client in which progress was discussed or made towards the Phase Plan during Phase 1.

6.13.9.2.3. "Graduate" for this incentive payment shall mean a CTI client who enrolled in CTI and successfully completed 9 consecutive months of the program during State Fiscal Years 2026 through 2027; and/or seven (7) months of active participation and two (2) months of inactive participation, and have a closeout/final meeting within 14 days per or post the 9 month date.

6.13.9.3. The incentive target shall be available on a quarterly basis per SFY 2026 and SFY 2027, until the statewide total price limitation is reached each SFY, and based on data submitted by the Contractor via the Phoenix reporting system.

6.13.9.4. The Department will communicate eligibility for incentive payment achievement and reimbursement to the Contractor's CTI Supervisor and finance representative on a quarterly basis.

7. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

7.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

7.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

7.3. Identifies and requests payment for allowable costs incurred in the previous month.

7.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

7.5. Supporting documentation shall be labeled by line item.

7.6. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

7.7. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

8. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

9. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

10. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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-3, Budget - Amendment #2

**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:** *Mental Health Services - Rapid Response*

**Indirect Cost Rate (if applicable)** 15%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Contractor Share/ Match - SFY 26 | Program Cost - Funded by DHHS - SFY 27 | Program Cost - Contractor Share/ Match - SFY 27 |
|---|---|---|---|---|
| 1. Salary & Wages | $1,380,844 | $1,013,492 | $1,380,844 | $1,013,492 |
| 2. Fringe Benefits | $345,211 | $253,373 | $345,211 | $253,373 |
| 3. Consultants | $0 | $0 | $0 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $250 | $0 | $250 | $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 | $100 | $0 | $100 | $0 |
| 5.(e) Supplies - Office | $100 | $0 | $100 | $0 |
| 6. Travel | $2,503 | $10,000 | $2,503 | $10,000 |
| 7. Software | $0 | $0 | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 | $0 | $0 |
| 8. (b) Other - Education and Training | $5,500 | $0 | $5,500 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 | $0 | $0 |
| *Communications/telecommunications* | $200 | $17,000 | $200 | $17,000 |
| *Other - Insurance* | $4,800 | $0 | $4,800 | $0 |
| *Other - Contracted Services* | $200 | $0 | $200 | $0 |
| *Other-Occupancy* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *Other (please specify)* | $0 | $0 | $0 | $0 |
| *9. Subrecipient Contracts* | $0 | $0 | $0 | $0 |
| Revenue Offset | $0 | $0 | $0 | $0 |
| Total Direct Costs | $1,739,708 | $1,293,865 | $1,739,708 | $1,293,865 |
| Total Indirect Costs | $260,292 | $0 | $260,292 | $0 |
| ***Subtotals*** | **$2,000,000** | **$1,293,865** | **$2,000,000** | **$1,293,865** |
| | | | **Total DHHS** | **$ 6,587,730** |

DS

Contractor Initials: VT



Date: 6/2/2025

Exhibit C-4, Budget - Amendment #2

**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:** *Mental Health Services - ACT*

**Indirect Cost Rate (if applicable)** 15%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Funded by DHHS - SFY 27 |
|---|---|---|
| 1. Salary & Wages | $152,000 | $156,000 |
| 2. Fringe Benefits | $35,000 | $35,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $2,000 | $1,000 |
| 6. Travel | $7,000 | $4,000 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $196,000 | $196,000 |
| Total Indirect Costs | $29,000 | $29,000 |
| ***Subtotals*** | **$225,000** | **$225,000** |
| | **Total** | **$ 450,000** |

Contractor Initials: DS VT



Date: 6/2/2025

Exhibit C-5, Budget - Amendment #2

**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:** *Mental Health Services - Child and Youth Based Programming and Team Based Approaches*

**Indirect Cost Rate (if applicable)** 14.29%

| Line Item | Program Cost - Funded by DHHS - SFY 26 | Program Cost - Funded by DHHS - SFY 27 |
|---|---|---|
| 1. Salary & Wages | $69,000 | $69,000 |
| 2. Fringe Benefits | $19,000 | $19,000 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $17,000 | $17,000 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| *Other (please specify)* | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $105,000 | $105,000 |
| Total Indirect Costs | $15,000 | $15,000 |
| ***Subtotals*** | **$120,000** | **$120,000** |
| | **Total $** | **240,000** |

Contractor Initials: DS VT



Date: 6/2/2025

Exhibit C-6, Budget - Amendment #2

| | |
|---|---|
| **New Hampshire Department of Health and Human Services** | |
| **Contractor Name:** | The Mental Health Center for Southern New Hampshire DBA Center for Life Management |
| **Budget Request for:** | Critical Time Intervention |
| **Budget Period:** | SFY2026 - SFY2027 |
| **Indirect Cost Rate (if applicable)** | 0.00% |

| Line Item | SFY 2026 | SFY2027 |
|---|---|---|
| 1. Salary & Wages | $0 | $0 |
| 2. Fringe Benefits | $0 | $0 |
| 3. Consultants | $0 | $0 |
| 4. Equipment<br>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 | $0 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Flex Funds (pre approval needed) | $8,000 | $8,000 |
| Incentive Payments (Shared Price Limitation) | $0 | $0 |
| Per Diem Expenses | $269,858 | $269,858 |
| Contingency Exp. (Shared Price Limitation) | $0 | $0 |
| Other - Other (specify below) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $277,858 | $277,858 |
| Total Indirect Costs | $0 | $0 |
| ***Subtotals*** | **$277,858** | **$277,858** |
| | **TOTAL** | **$555,716** |

Contractor Initials: DS VT



Date: 6/2/2025

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# State of New Hampshire

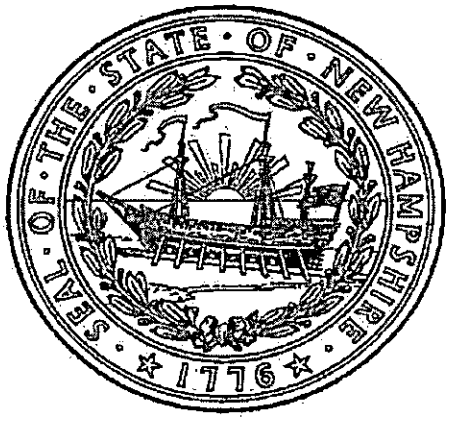
# Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE 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

Docusign Envelope ID: EB4FC3B2-D75D-4621-8665-6425DAA64E30

# State of New Hampshire

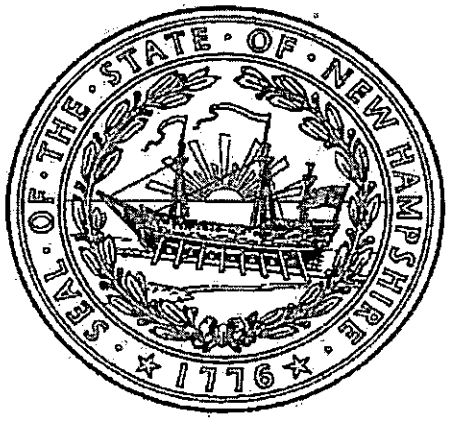
# Department of State

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

Docusign Envelope ID: EB4FC3B2-D75D-4621-8665-6425DAA64E30

# 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

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<br>3 Executive Park Drive, Suite 300<br>Bedford, NH 03110<br>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 |
| INSURED<br>The Mental Health Center for Southern NH DBA CLM Center for Life Management<br>10 Tsienneto Rd<br>Derry, NH 03038 | 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<br>CLAIMS-MADE OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY PRO-JECT LOC<br>OTHER: | | | PHPK2608103007 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $1,000,000<br>$1,000,000<br>$20,000<br>$1,000,000<br>$3,000,000<br>$3,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>OWNED AUTOS ONLY<br>X HIRED AUTOS ONLY<br>SCHEDULED AUTOS<br>X NON-OWNED AUTOS ONLY | | | PHPK2608100007 | 10/01/2024 | 10/01/2025 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $10000 | | | PHUB883473012 | 10/01/2024 | 10/01/2025 | EACH OCCURRENCE<br>AGGREGATE | $5,000,000<br>$5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | R01936HCHS202501 | 01/01/2025 | 01/01/2026 | X PER STATUTE OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Professional Liab | | | PHPK2608103007 | 10/01/2024 | 10/01/2025 | $1,000,000 Occurrence<br>$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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The ACORD name and logo are registered marks of ACORD

VACZP

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.**

# 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

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

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

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

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

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

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

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 |

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% |

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.

SUPPLEMENTARY INFORMATION

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Position
June 30, 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

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 |

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Activities
For the Year Ended June 30, 2023

| | | CLM Foundation | | | | | |
|---|---|---|---|---|---|---|---|
| | Center for Life Management | Without Donor Restrictions | With Donor Restrictions | 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 |

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATE
Consolidating Statement of Activities
For the Year Ended June 30, 2022

| | | CLM Foundation | | | | | |
|---|---|---|---|---|---|---|---|
| | Center for Life Management | Without Donor Restrictions | With Donor Restrictions | 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

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 |

See Independent Auditor's Report

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 |

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 |

See Independent Auditor's Report

CLM Center for Life Management

# BOARD OF DIRECTORS

| *Name/Position* | [redacted] | [redacted] |
|---|---|---|
| Maria Gudinas<br>Chairperson | [redacted] | [redacted] |
| David Hebert<br>Vice Chair | [redacted] | [redacted] |
| Joseph Crawford<br>Secretary | [redacted] | [redacted] |
| Michael Delahanty<br>Treasurer | [redacted] | [redacted] |
| Vic Topo<br>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] | |

# KENNETH M. BROWN, M.D.,M.P.H.

## EDUCATION

| | |
|---|---|
| 1994-1996 | Child and Adolescent Psychiatry Fellowship<br>University of Miami/ Jackson Memorial Hospital |
| 1991-1994 | Psychiatry Residency<br>Medical University of South Carolina<br>Institute of Psychiatry<br>Charleston, South Carolina |
| 1987-1992 | Doctor of Medicine<br>Tulane University School of Medicine<br>Tulane Medical Center<br>Charity Hospital<br>New Orleans, Louisiana |
| 1987-1991 | Masters of Public Health<br>Tulane University School of Tropical Medicine and Public Health<br>New Orleans, Louisiana |
| 1983-1987 | Bachelor of Science Engineering<br>Major: Biomedical Engineering<br>Tulane University School of Engineering |
| 1985-1986 | Tulane University Honor Scholar Junior Year Abroad<br>Major: Engineering<br>University of Southampton<br>Southampton, England |

## EMPLOYMENT

| | |
|---|---|
| 2000-Present | Medical Director<br>Hampstead Hospital<br>Hampstead, New Hampshire |
| 1996-2000 | Chief, Child and Adolescent Psychiatrist<br>Hampstead Hospital<br>Hampstead, New Hampshire |

**EMPLOYMENT (cont.)**

1996-Present Solo Private Practice (Inpatient and Outpatient)
Child, Adolescent and Adult Psychotherapy and Psychopharmacology
Hampstead Hospital
218 East Road
Hampstead, New Hampshire

1997-2000 Child and Adolescent Psychiatrist
Center for Life Management
Community Mental Health Center
Derry, New Hampshire

1991-1994 Court Appointed Expert Witness
Court Appointed Designated Examiner
Charleston County Court

1993-1994 Treating Psychiatrist
South Carolina Department of Mental Health
Dual Diagnoses Community Mental Health Clinic
Charleston, South Carolina

## 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.

**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

## 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

# 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.

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

# 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.

# 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.

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.

# 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.

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

## 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 |

ARC

5B


Lori A. Weaver
Commissioner

Katja S. Fox
Director


**STATE OF NEW HAMPSHIRE**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

***DIVISION FOR BEHAVIORAL HEALTH***


129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov


February 11, 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 **Sole Source** amendments to existing contracts with the Contractors listed below to allow the Department to correct the payment terms to re-align payment dates for Assertive Community Treatment and Modular Approach to Therapy for Children services, with no change to the price limitation of $43,761,925 and no change to the contract completion dates of June 30, 2025, effective upon Governor and Council approval.

The individual contracts were approved by Governor and Council as specified in the table below.

| Contractor Name | Vendor Code | Area Served | Contract Amount | G&C Approval |
|---|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 | O: 6/14/23<br>(Item #31) |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 | O: 6/14/23<br>(Item #31)<br>A1: 6/12/24<br>(Item #5A) |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 | O: 6/14/23<br>(Item #31) |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 | O: 6/14/23<br>(Item #31) |

| | | | | |
|---|---|---|---|---|
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 | O: 6/14/23<br>(Item #31) |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 | O: 6/14/23<br>(Item #31) |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 | O: 6/14/23<br>(Item #31) |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B001 | Region 9 | $3,052,145 | O: 6/14/23<br>(Item #31) |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management<br>Derry, NH | 174116-R001 | Region 10 | $5,972,669 | O: 6/14/23<br>(Item #31) |
| | | **Total:** | **$43,761,925** | |

**EXPLANATION**

This request is **Sole Source** because MOP 150 requires all amendments to agreements originally approved as sole source to be identified as sole source. The Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to correct the payment terms for the Assertive Community Treatment and Modular Approach to Therapy for Children services to ensure the Department can reimburse the Contractors for these services. The current payment terms for these services only allow payments to be drawn down on the prior State Fiscal Year and not for the full term of the contract. The Department is requesting to revise the payment terms to remove references to prior SFYs. This will allow the Contractors to invoice for payments through the contract completion date. The funding for the Contractors' payments is already encumbered in their individual price limitations.

The Assertive Community Treatment program offers treatment, rehabilitation, and support services using a person-centered, recovery-based approach to individuals who have been diagnosed with severe and persistent mental illness. The Contractors are paid for these services based on active participation in the monthly consultation and skill training events or for completion of a fidelity measures reviewed by the Department. The Modular Approach to Therapy for Children program is an industry standard treatment that employs a cognitive-behavioral framework to address common childhood behavioral health concerns including depression, anxiety, conduct problems, and trauma for youth ages 6-12. This modularized approach allows for flexibility and encourages clinicians to tailor treatment to individual treatment needs. The Contractors are paid for these services based on a per person rate. The Assertive Community Treatment and Modular Approach to Therapy for Children program scope provisions align with Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

Approximately 20,700 individuals are served annually by the Contractors listed above. The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Department will continue to monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications, and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

Should the Governor and Executive Council not authorize this request, the Department will be unable to reimburse the Contractors for Assertive Community Treatment and Modular Approach to Therapy for Children services, which aligns with the scope of services.

Respectfully submitted,

Lori A. Weaver
Commissioner

**State of New Hampshire**
**Department of Health and Human Services**
**Amendment #1**

This Amendment to the Mental Health Services contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 14, 2023 (Item #31), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Modify Exhibit C, Payment Terms; Section 7.5, to read:

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL COST |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $450,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December and May for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY Fidelity Review per SFY. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $25,000 |

2. Modify Exhibit C, Payment Terms, Section 7.8. to read:

7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding per SFY is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL COST |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |



DS
Contractor Initials VT
Date 2/17/2025

All terms and conditions of the Contract not modified by this Amendment remain in full force and effect. This Amendment shall be effective upon Governor and Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

2/18/2025
Date

DocuSigned by:
Katja S. Fox
ED0D96B04952442...
Name: Katja S. Fox
Title: Director

The Mental Health Center for Southern New Hampshire
DBA CLM Center for Life Management

2/17/2025
Date

DocuSigned by:
Vic Topo
D4AA755C36AC46A...
Name: Vic Topo
Title: ceo

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

2/18/2025
Date

DocuSigned by:
Robyn Guarino
74873484941460...
Name: Robyn Guarino
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: _____ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

0 JUN01 '23 AM10:49 RCV

ARC

31

Lori A. Weaver
Interim Commissioner

Katja S. Fox
Director

**STATE OF NEW HAMPSHIRE**

**DEPARTMENT OF HEALTH AND HUMAN SERVICES**

***DIVISION FOR BEHAVIORAL HEALTH***

129 PLEASANT STREET, CONCORD, NH 03301
603-271-9544 1-800-852-3345 Ext. 9544
Fax: 603-271-4332 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 23, 2023

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, New Hampshire 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into Sole Source contracts with the contractors listed below in an amount not to exceed $43,761,925 to provide community mental health services, including statewide mobile crisis services, with the option to renew for up to four (4) additional years, effective June 28, 2023, upon Governor and Council approval through June 30, 2025. 3.82% Federal Funds. 93.36% General Funds. 2.82% Other Funds (Mental Health Data Collection).

| Contractor Name | Vendor Code | Area Served | Contract Amount |
|---|---|---|---|
| Northern Human Services<br>Conway, NH | 177222-B004 | Region 1 | $3,365,852 |
| West Central Services, Inc. DBA West Central Behavioral Health<br>Lebanon, NH | 177654-B001 | Region 2 | $3,073,428 |
| The Lakes Region Mental Health Center, Inc.<br>Laconia, NH | 154480-B001 | Region 3 | $4,050,856 |
| Riverbend Community Mental Health, Inc.<br>Concord, NH | 177192-R001 | Region 4 | $4,974,550 |
| Monadnock Family Services<br>Keene, NH | 177510-B005 | Region 5 | $2,720,045 |
| The Community Council of Nashua, NH DBA Greater Nashua Mental Health<br>Nashua, NH | 154112-B001 | Region 6 | $6,371,194 |

| | | | |
|---|---|---|---|
| The Mental Health Center of Greater Manchester, Inc.<br>Manchester, NH | 177184-B001 | Region 7 | $6,662,413 |
| Seacoast Mental Health Center, Inc.<br>Portsmouth, NH | 174089-R001 | Region 8 | $3,518,773 |
| Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County<br>Dover, NH | 177278-B002 | Region 9 | $3,052,145 |
| The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management | 174116-R001 | Region 10 | $5,972,669 |
| | | **Total:** | **$43,761,925** |

Funds are available in the following accounts for State Fiscal Years 2023 and 2024, and are anticipated to be available in State Fiscal Year 2025, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

**See attached fiscal details.**

**EXPLANATION**

This request is **Sole Source** because the Contractors are the only authorized contractors able to provide the necessary services. The Department contracts for mental health services through these ten (10) Community Mental Health Centers, which are designated by the Department to service towns and cities within specified geographic regions, as outlined in the NH Revised Statutes Annotated (RSA) 135-C, New Hampshire Mental Health Services System, and NH Administrative Rule He-M 403, Approval and Operation of Community Mental Health Programs.

The purpose of this request is to provide community mental health services for individuals in New Hampshire. Community Mental Health Centers provide community-based mental health services to adults, children, and families to build resiliency, promote recovery, and reduce inpatient hospital utilizations, and improve community tenure. These contracts provide both Federal grant funds and General Funds that enable delivery of services not otherwise covered by Medicaid. For example, technology, training, and system upgrades, delivery of some Assertive Community Treatment services, and care coordination with other systems such as the Division of Children, Youth, and Families, Department of Education, and Division of Long Term Supports and Services. The majority of the General Funds are allocated to ensure that individuals who are uninsured have full access to NH Rapid Response crisis services.

Approximately 20,700 individuals will be served annually.

The populations served include children with Serious Emotional Disturbances and adults with Serious Mental Illness/Serious and Persistent Mental Illness, including individuals with Mental Illness and co-occurring substance use disorders per NH Administrative Rule He-M 401 Eligibility Determination and Individuals Service Planning.

The Contractors will provide crisis services, individual and group psychotherapy, targeted case management, medication services, Functional Support Services, Illness Management and Recovery, supported employment, Assertive Community Treatment, Wraparound services for children, community residential services, and acute care services to individuals experiencing psychiatric emergencies while awaiting admission to a designated receiving facility. All contracts include provisions for Mental Health Services required by NH RSA 135-C and with State Regulations applicable to the mental health system as outlined in He-M 400, as well as in compliance with the Community Mental Health Agreement (CMHA).

The Department will monitor services by:

- Conducting performance reviews and utilization reviews as necessary and appropriate based on applicable licensing, certifications and service provisions.
- Conducting quarterly meetings to review submitted quarterly data and reports to identify ongoing programmatic improvements.
- Reviewing monthly financial statements provided by the Contractors for ongoing evaluation of program fiscal integrity.

As referenced in Exhibit A, Revisions to Standard Agreement Provisions Section 1, Revisions to Form P-37, General Provisions, Subsection 1.2 of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, approximately 12,300 adults, and 8,400 children in the state will not have access to critical community mental health services as required by NH RSA 135-C:13. As a result, these individuals may experience an increase in symptoms causing them to seek more costly services at hospital emergency departments due to risk of harm to themselves or others and may have increased contact with law enforcement, correctional programs, or primary care physicians, none of which have the necessary services or supports available to provide necessary assistance. Lack of these services may also increase the likelihood of inpatient hospitalizations and death by suicide.

Source of Federal Funds: Assistance Listing Number #93.243, FAIN # H79SM080245; Assistance Listing Number #93.958, FAIN # B09SM087375; Assistance Listing Number #93.043, FAIN #2201NHOAPH; Assistance Listing Number #93.959, FAIN # TI085821; Assistance Listing Number #93.829, FAIN # H79SM087622.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,

Lori A. Weaver
Interim Commissioner

Attachment A
Financial Details

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES,CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,174,625 | $0 | $1,174,625 |
| | | | *Subtotal* | $2,349,250 | $0 | $2,349,250 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $172,400 | $0 | $172,400 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,255,526 | $0 | $2,255,526 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $150,000 | $0 | $150,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,513,563 | $0 | $1,513,563 |
| | | | *Subtotal* | $3,177,126 | $0 | $3,177,126 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,536,551 | $0 | $1,536,551 |
| | | | *Subtotal* | $3,073,102 | $0 | $3,073,102 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $21,000 | $0 | $21,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $919,625 | $0 | $919,625 |
| | | | *Subtotal* | $1,860,250 | $0 | $1,860,250 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $29,000 | $0 | $29,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,083,051 | $0 | $2,083,051 |
| | | | *Subtotal* | $4,195,102 | $0 | $4,195,102 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $2,508,551 | $0 | $2,508,551 |
| | | | *Subtotal* | $5,017,102 | $0 | $5,017,102 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,059,625 | $0 | $1,059,625 |
| | | | *Subtotal* | $2,119,250 | $0 | $2,119,250 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

Attachment A
Financial Details

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,041,563 | $0 | $1,041,563 |
| | | | *Subtotal* | $2,083,126 | $0 | $2,083,126 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 102-500731 | Contracts for program services | 92204117 | $1,008,000 | $0 | $1,008,000 |
| 2024 | 102-500731 | Contracts for program services | 92204117 | $1,928,437 | $0 | $1,928,437 |
| 2025 | 102-500731 | Contracts for program services | 92204117 | $1,928,437 | $0 | $1,928,437 |
| | | | *Subtotal* | $4,864,874 | $0 | $4,864,874 |
| | | Total CMH Program Support | | $30,999,708 | $0 | $30,999,708 |

05-95-92-922010-4120 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH BLOCK GRANT (100% Federal Funds)

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2023 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $15,357 | $0 | $15,357 |
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $135,357 | $0 | $135,357 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 92224120 | $60,000 | $0 | $60,000 |
| | | | *Subtotal* | $120,000 | $0 | $120,000 |
| | | Total Mental Health Block Grant | | $495,357 | $0 | $495,357 |

05-95-92-922010-4121 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, MENTAL HEALTH DATA COLLECTION (100% Other Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

West Central Services, Inc (Vendor Code 177054-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |

Attachment A
Financial Details

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92204122 | $10,000 | $0 | $10,000 |
| 2025 | 102-500731 | Contracts for program services | 92204122 | $5,000 | $0 | $5,000 |
| | | | *Subtotal* | $15,000 | $0 | $15,000 |
| | | **Total Mental Health Data Collection** | | $150,000 | $0 | $150,000 |

05-95-92-921010-2053 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUR FOR CHILDRENS BEHAVRL HLTH, SYSTEM OF CARE (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $402,331 | $0 | $402,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $397,031 | $0 | $397,031 |
| | | | *Subtotal* | $799,362 | $0 | $799,362 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $341,363 | $0 | $341,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $336,063 | $0 | $336,063 |
| | | | *Subtotal* | $677,426 | $0 | $677,426 |

Attachment A
Financial Details

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $1,051,054 | $0 | $1,051,054 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $788,026 | $0 | $788,026 |
| | | | *Subtotal* | $1,839,080 | $0 | $1,839,080 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $653,326 | $0 | $653,326 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $648,026 | $0 | $648,026 |
| | | | *Subtotal* | $1,301,352 | $0 | $1,301,352 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $605,091 | $0 | $605,091 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $342,063 | $0 | $342,063 |
| | | | *Subtotal* | $947,154 | $0 | $947,154 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $408,331 | $0 | $408,331 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $403,031 | $0 | $403,031 |
| | | | *Subtotal* | $811,362 | $0 | $811,362 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92102053 / 92102054 | $467,363 | $0 | $467,363 |
| 2025 | 102-500731 | Contracts for program services | 92102053 | $462,063 | $0 | $462,063 |
| | | | *Subtotal* | $929,426 | $0 | $929,426 |
| | | Total System of Care | | $10,902,758 | $0 | $10,902,758 |

05-95-42-421010-2958 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, NHS: HUMAN SERVICES DIV, CHILD PROTECTION, CHILD - FAMILY SERVICES (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $5,310 | $0 | $5,310 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $5,310 | $0 | $5,310 |
| | | | *Subtotal* | $10,620 | $0 | $10,620 |

Attachment A
Financial Details

West Central Services, Inc (Vendor Code 177654-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Lakes Region Mental Health Center (Vendor Code 154460-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Monadnock Family Services (Vendor Code 177510-B005)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $3,540 | $0 | $3,540 |
| | | | *Subtotal* | $7,080 | $0 | $7,080 |

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105876 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

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Financial Details

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174116-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $1,770 | $0 | $1,770 |
| 2025 | 644-504195 | SGFSER SGF SERVICES | 42105878 | $1,770 | $0 | $1,770 |
| | | | *Subtotal* | $3,540 | $0 | $3,540 |
| | | Total Child - Family Services | | $46,020 | $0 | $46,020 |

05-95-92-922010-1909 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, SAMHSA GRANT (100% Federal Funds)

Northern Human Services (Vendor Code 177222-B004)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

The Lakes Region Mental Health Center (Vendor Code 154480-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,828 | $0 | $43,828 |
| | | | *Subtotal* | $43,828 | $0 | $43,828 |

Monadnock Family Services (Vendor Code 177510-B003)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $138,462 | $0 | $138,462 |
| | | | *Subtotal* | $138,462 | $0 | $138,462 |

Attachment A
Financial Details

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |

The Mental Health Center for Southern New Hampshire (Vendor Code 174118-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 102-500731 | Contracts for program services | 92201915 | $43,829 | $0 | $43,829 |
| | | | *Subtotal* | $43,829 | $0 | $43,829 |
| | | Total CCBHC GRANT | | $401,433 | $0 | $401,433 |

05-95-92-920510-3380 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF DRUG & ALCOHOL SVCS, PREVENTION SERVICES (97% Federal Funds, 3% General Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| 2025 | 074-500585 | Grants for Pub Asst and Relief | 92057502 | $100,000 | $0 | $100,000 |
| | | | *Subtotal* | $200,000 | $0 | $200,000 |
| | | Total BDAS | | $200,000 | $0 | $200,000 |

05-95-48-481010-6917 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: ELDERLY & ADULT SVCS DIV, GRANTS TO LOCALS, HEALTH PROMOTION CONTRACTS (100% Federal Funds)

Seacoast Mental Health Center (Vendor Code 174089-R001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500589 | Grants for Pub Asst and Relief | 48108482 | $35,000 | $0 | $35,000 |
| 2025 | 074-500589 | Grants for Pub Asst and Relief | 48108482 | $35,000 | $0 | $35,000 |
| | | | *Subtotal* | $70,000 | $0 | $70,000 |
| | | Total BEAS | | $70,000 | $0 | $70,000 |

05-95-92-922010-2340 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BEHAVIORAL HEALTH DIV, BUREAU OF MENTAL HEALTH SERVICES, PROHEALTH NH GRANT (100% Federal Funds)

Community Council of Nashua, NH (Vendor Code 154112-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,115 | $0 | $183,115 |
| | | | *Subtotal* | $183,115 | $0 | $183,115 |

The Mental Health Center of Greater Manchester (Vendor Code 177184-B001)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $183,417 | $0 | $183,417 |
| | | | *Subtotal* | $183,417 | $0 | $183,417 |

Behavioral Health & Developmental Services of Strafford County, Inc. (Vendor Code 177278-B002)

| Fiscal Year | Class / Account | Class Title | Job Number | Current Modified Budget | Increase/ Decrease | Revised Modified Budget |
|---|---|---|---|---|---|---|
| 2024 | 074-500585 | Grants for Pub Asst and Relief | 92202340 | $139,117 | $0 | $139,117 |
| | | | *Subtotal* | $139,117 | $0 | $139,117 |
| | | Total PROHEALTH NH GRANT | | $505,649 | $0 | $505,649 |

| | | | |
|---|---|---|---|
| Amendment Total Price for All Vendors | $43,761,925 | $0 | $43,761,925 |

FORM NUMBER P-37 (version 12/11/2019)

Subject: Mental Health Services SS-2024-DBH-01-MENTA-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<br>New Hampshire Department of Health and Human Services | | 1.2 State Agency Address<br>129 Pleasant Street<br>Concord, NH 03301-3857 | |
| 1.3 Contractor Name<br>The Mental Health Center for Southern New Hampshire<br>DBA CLM Center for Life Management | | 1.4 Contractor Address<br>10 Tsienneto Road<br>Derry, NH 03038 | |
| 1.5 Contractor Phone Number<br>(603) 434-1577 | 1.6 Account Number<br>05-95-92-922010-(4117, 4120, 4121, 1909)<br>05-95-92-921010-2053<br>05-95-42-421010-2958 | 1.7 Completion Date<br>6/30/2025 | 1.8 Price Limitation<br>$5,972,669 |
| 1.9 Contracting Officer for State Agency<br>Robert W. Moore, Director | | 1.10 State Agency Telephone Number<br>(603) 271-9631 | |
| 1.11 Contractor Signature<br>DocuSigned by: Vic Topo<br>Date: 5/22/2023 | | 1.12 Name and Title of Contractor Signatory<br>Vic Topo CEO | |
| 1.13 State Agency Signature<br>DocuSigned by: Katja S. Fox<br>Date: 5/24/2023 | | 1.14 Name and Title of State Agency Signatory<br>Katja S. Fox Director | |
| 1.15 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*<br>By: Director, On: | | | |
| 1.16 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*<br>By: DocuSigned by: Robyn Guarino On: 5/24/2023 | | | |
| 1.17 Approval by the Governor and Executive Council *(if applicable)*<br>G&C Item number: G&C Meeting Date: | | | |



Contractor Initials: DS VT
Date: 5/22/2023

2. SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds affected by any state or federal legislative or executive action that reduces, eliminates or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope for Services provided in EXHIBIT B, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT C which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.



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**8. EVENT OF DEFAULT/REMEDIES.**

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely cured, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 give the Contractor a written notice specifying the Event of Default and set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**9. TERMINATION.**

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT B. In addition, at the State's discretion, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement.

**10. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.**

10.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

10.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

10.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

**11. CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

**12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.**

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

**13. INDEMNIFICATION.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omissions of the



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Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

**14. INSURANCE.**

14.1 The Contractor shall, at its sole expense, obtain and continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 commercial general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000 per occurrence and $2,000,000 aggregate or excess; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A *("Workers' Compensation")*.

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. The Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**17. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

**18. CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

**19. CONFLICTING TERMS.** In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional or modifying provisions set forth in the attached EXHIBIT A are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.



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**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT A

## Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

3.1. Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on June 28, 2023 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3. The parties may extend the Agreement for up to four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.3. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT B

## Scope of Services

### 1. Provisions Applicable to All Services

1.1. The Contractor shall operate a Community Mental Health Center (CMHC) that provides services intended to promote recovery from mental illness for eligible residents in the State of New Hampshire (individuals) for Region 10.

1.2. The Contractor shall submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) business days of the contract effective date.

1.3. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.4. Prior to termination of this contract the parties will agree on a plan for transition and destruction of data in accordance with Exhibit K.

1.5. The Contractor shall provide individualized, recovery based services and supports in the manner that best allows individuals to stay within their home and community, including, but not limited to providing current treatment and recovery options that are based on scientific research and evidence based practices (EBP).

1.6. The Contractor acknowledges the requirements of the Community Mental Health Agreement (CMHA) and shall demonstrate progress toward meeting the following terms in the CMHA: 1.) Assertive Community Treatment Teams; 2.) Evidence-Based Supported Employment; 3.) Transition planning for individuals at New Hampshire Hospital and Glencliff Home; and 4.) Supported Housing. Further, the Contractor shall participate in annual Quality Service Reviews (QSR) conducted under the terms of the CMHA.

1.7. The Contractor shall enter into a capitation model of contracting with all NH Medicaid Managed Care Organizations to support the delivery and coordination of behavioral health services and supports for children, youth, transition-aged youth, young adults, and adults.

1.8. The Contractor shall support the integration of physical and behavioral health as a standard of practice; implementing the Substance Abuse and Mental Health Services Administration's (SAMHSA) Six Levels of Collaboration/Integration to the maximum extent feasible.

1.9. The Contractor shall ensure that clinical standards and operating procedures are consistent with trauma-informed models of care, as defined by SAMHSA.

The clinical standards and operating procedures must reflect a focus on wellness, recovery, and resiliency.

1.10. The Contractor shall engage in ongoing implementation, service improvements, and expansion efforts associated with New Hampshire's 10 Year Mental Health Plan, as contracted.

1.11. For the purposes of this agreement, all references to days shall mean calendar days unless otherwise specified.

1.12. The Contractor shall provide individuals, caregivers and youth the opportunity for feedback and leadership within the agency to help improve services in a person-centered manner when applicable and appropriate.

1.13. The Contractor shall hire and maintain staffing in accordance with New Hampshire Administrative Rule He-M 403.07, or as amended, Staff Training and Development.

**2. System of Care for Children's Mental Health**

2.1. The Contractor shall collaborate with the Department on the implementation of NH RSA 135-F, System of Care for Children's Mental Health.

2.2. The Contractor shall provide services for children, youth, and young adults with serious emotional disturbance (SED) in a manner that aligns with NH RSA 135-F. The Contractor shall ensure services are:

2.2.1. Family Driven - services and supports are provided in a manner that best meets the needs of the family and the family goals;

2.2.2. Youth Driven - services and supports are provided in a manner that best meets the needs of the child, youth or young adult and that supports his or her goals;

2.2.3. Community Based - services and supports are provided in a manner that best allow children, youth, and young adults to stay within his or her home and community;

2.2.4. Cultural and Linguistic Competent - services are provided in a manner that honors a child, youth, or young adult and their family-identified culture, beliefs, ethnicity, preferred language, gender and gender identity and sexual orientation; and

2.2.5. Trauma informed.

2.3. The Contractor shall collaborate with the Care Management Entities providing FAST Forward, Transitional Residential Enhanced Care Coordination and Early Childhood Enhance Care Coordination programing, ensuring services are available for all children and youth enrolled in the programs.

2.4. The Contractor shall make referrals to the FAST Forward program for any child, youth, or young adult that may be eligible.

3. **Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems (MATCH-ADTC)**

3.1. The Contractor shall maintain appropriate levels of certification through a contract with The Baker Center for Children and Families.

3.2. The Contractor shall ensure new and incoming staff work towards meeting a goal of 70% of children and youth clients' needs with the evidence-based practice of Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct problems (MATCH-ADTC).

3.3. The Contractor shall maintain a use of the Baker Center for Children and Families CHART system to support each case with MATCH-ADTC as the identified treatment modality.

3.4. The Contractor shall invoice BCBH for:

3.4.1. The costs for both the certification of incoming therapists and the recertification of existing clinical staff, not to exceed the budgeted amount; and

3.4.2. The full cost of the annual fees paid to the Baker Center for Children and Families for the use of their CHART system to support MATCH-ADTC.

4. **Children's Intensive Community Based Services**

4.1. The Contractor shall use the Child and Adolescent Needs and Strengths (CANS) assessment to determine the appropriate level of collaborative care and which children's intensive community based services are most appropriate.

4.2. The Contractor shall provide children's intensive community based services to children diagnosed with a serious emotional disturbance (SED), with priority given to children who:

4.2.1. Have a history of psychiatric hospitalization or repeated visits to hospital emergency departments for psychiatric crisis;

4.2.2. Are at risk for residential placement;

4.2.3. Present with significant ongoing difficulties at school;

4.2.4. Are at risk of interaction with law enforcement; and/or

4.2.5. Have a history of repeated engagement with Rapid Response.

4.3. The Contractor shall provide children's intensive community based services as needed through a full array of services as defined in New Hampshire

Administrative Rule He-M 426, Community Mental Health Services, which include, but are not limited to:

4.3.1. Functional Support Services (FSS).

4.3.2. Individual and family therapy.

4.3.3. Medication services.

4.3.4. Targeted case management (TCM) services.

4.3.5. Supported education.

4.4. The Contractor shall provide a minimum of six (6) up to a maximum of ten (10) hours of children's intensive community based services per week for each eligible individual, as defined in New Hampshire Administrative Rule He-M 426, ensuring more intensive services are provided during the first twelve (12) weeks of enrollment.

4.5. The Contractor shall screen adolescent clients for substance use using one or more tools, as appropriate, that include, but is not limited to:

4.5.1. The Car, Relax, Alone, Family, Friends, Trouble (CRAFFT) screening tool for individuals age twelve (12) years and older, which consists of six (6) screening questions as established by the Center for Adolescent Substance Abuse Research (CeASAR) at Children's Hospital Boston.

4.5.2. The Global Appraisal of Individual Needs – Short Screener (GAIN-SS), which is used by school based clinicians for clients referred for substance use.

4.6. The Contractor shall provide children's intensive community based services to clients and their families to ensure access to an array of community mental health services that include community and natural supports, which effectively support the clients and their families in the community, in a culturally competent manner.

4.7. The Contractor shall conduct and facilitate weekly children's intensive community based team meetings in order to communicate client and family needs and discuss client progress.

**5. Renew Sustainability (Rehabilitation for Empowerment, Education, and Work)**

5.1. The Contractor shall provide the Rehabilitation for Empowerment, Education and Work (RENEW) intervention with fidelity to transition-aged youth who qualify for state-supported community mental health services, in accordance with the University of New Hampshire (UNH) -Institute On Disability (IOD) model.

5.1.1. The standard is that RENEW coordinators demonstrate their alignment to and competency in the RENEW model by reaching a score of 80% or higher in domains 1–3 on the RENEW Integrity Tool (RIT) and utilize tools as trained for the practice with the clients.

5.2. The Contractor shall obtain support and coaching, as needed, from the IOD at UNH to improve the competencies of implementation team members and agency coaches.

**6. Division for Children, Youth and Families (DCYF)**

6.1. The Contractor shall provide mental health consultation to staff at Division for Children, Youth and Families (DCYF) District Offices related to mental health assessments and/or ongoing treatment for children served by DCYF.

6.2. The Contractor shall provide Foster Care Mental Health Assessments for children and youth younger than eighteen (18) years of age who are entering foster care for the first time.

**7. Crisis Services**

7.1. If the Contractor has, or enters into, an agreement with a hospital to provide crisis services to individuals who are eligible, or presumed eligible in the emergency department, for Medicaid services, the Contractor may bill Medicaid according to fee schedules or MCO contracts for services rendered.

7.2. The Contractor shall document crisis services delivered in the emergency department setting as part of its required submissions to the Department's Phoenix system (described in the Data Reporting section below), in a format, and with content, completeness, and timelines specified by the Department, ensuring documented information includes screenings performed, diagnosis codes, and referrals made.

7.3. The Contractor shall provide documentation of each collaborative relationship with acute care hospitals in its region, at the request of the Department.

7.4. The Contractor shall provide emergency services as defined in NH Administrative Rule He-M 403.06 (a)(6) and NH Administrative Rule He-M 426.09.

7.5. As part of the crisis resolution, the Contractor shall screen each individual for Assertive Community Treatment (ACT). If clinically appropriate, the Contractor shall:

7.5.1. Refer the individual for an expedited ACT assessment and/or intake and treatment upon discharge; or

7.5.2. Inform the appropriate CMHC in order to expedite the ACT assessment and/or intake and treatment upon discharge from emergency department or inpatient psychiatric or medical care

setting, if the individual resides in a region other than the region in which the individual is receiving crisis services.

7.6. The Contractor shall not refer an individual for hospitalization at New Hampshire Hospital (NHH) or Hampstead Hospital Residential Treatment Facility (HHRTF) unless the Contractor has determined that NHH is the least restrictive setting in which the individual's immediate psychiatric treatment needs can be met. The Contractor shall:

7.6.1. Make all reasonable efforts to ensure no other clinically appropriate bed is available at any other NH inpatient psychiatric unit, Designated Receiving Facility (DRF), Adult Psychiatric Residential Treatment Program (APRTP), Mobile Crisis apartments, or other step-up/step-down beds prior to referring an individual to NHH.

7.7. The Contractor shall provide services to individuals experiencing a psychiatric and/or substance use related crisis through a rapid response team that includes specialty trained crisis responders, which includes, but is not limited to:

7.7.1. One (1) clinician trained to provide behavioral health emergency services and crisis intervention services.

7.7.2. One (1) peer.

7.7.3. Telehealth access, and on-call psychiatry, as needed.

7.8. The Contractor shall ensure all staff have the necessary qualifications as defined under New Hampshire Administrative Rule He-M 400, Community Mental Health, Parts 403 and 426.

7.9. The Contractor shall work in tandem with the designated vendor providing services through the Rapid Response Access Point contract as approved by the Governor and Executive Council.

7.10. The Contractor shall maintain a current Memorandum of Understanding with the Rapid Response Access Point, which provides the Mobile Response Teams information regarding the nature of the crisis, through electronic communication, that includes, but is not limited to:

7.10.1. The location of the crisis.

7.10.2. The safety plan either developed over the phone or on record from prior contact(s).

7.10.3. Any accommodations needed.

7.10.4. Treatment history of the individual, if known.

7.11. The Contractor shall promote the use of the telephone number for the Rapid Response Access Point as the primary contact for crisis services, which:

7.11.1. Utilizes specified Rapid Response technology, to identify the closest and available Mobile Response Team; and

7.11.2. Does not fulfill emergency medication refills.

7.12. The Contractor shall provide written information to current clients, which includes telephone numbers, on how to access support for medication refills on an ongoing basis.

7.13. The Contractor shall ensure all rapid response team members participate in crisis response training, as designated by the Department, which follows the concepts and topics identified in the National Guidelines for Crisis Care Best Practice Toolkit published by the Substance Abuse and Mental health Services Administration (SAMHSA).

7.14. The Contractor shall provide the physical address of the physical location to the Rapid Response Access Point where the rapid response team may provide office-based urgent assessments.

7.15. The Contractor shall ensure a rapid response team is available twenty-four (24) hours per day, seven (7) days a week for deployment as directed by the Rapid Response Access Point.

7.15.1. If the Contractor does not have a fully staffed Rapid Response team available for deployment twenty-four (24) hours per day, seven (7) days a week, the Contractor shall work with the Department to identify solutions to meet the demand for services.

7.16. The Contractor shall ensure the Rapid Response team is trained and available to provide crisis response services to avoid unnecessary hospitalization, contact with law enforcement, incarceration or institutionalization. The Contractor shall ensure services include but are not limited to:

7.16.1. Face-to-face assessments.

7.16.2. Disposition and decision making.

7.16.3. Initial care and safety planning.

7.16.4. Post crisis and stabilization services.

7.17. The Contractor may utilize presumptive eligibility when responding to individuals who are not connected to a CMHC or who may be considered low utilizers.

7.18. The Contractor shall follow all Rapid Response dispatch protocols, processes, and data collection established in partnership with the Rapid Response Access Point, as approved by the Department.

7.19. The Contractor shall ensure the Rapid Response team responds face-to-face to all dispatches in the community within one (1) hour of the request ensuring:

7.19.1. The response team includes a minimum of two (2) specialty trained behavioral health crisis responders for safety purposes, if occurring at locations based on individual and family choice that include but are not limited to:

7.19.1.1. In or at the individual's home.

7.19.1.2. Community settings;

7.19.2. The response team includes a minimum of one (1) clinician if occurring at safe, staffed sites or public service locations;

7.19.3. Telehealth dispatch is acceptable as a face-to-face response only when requested by the individual and/or deployed as a telehealth dispatch by the Rapid Response Access Point, as clinically appropriate;

7.19.4. A no-refusal policy upon triage and all requests for Rapid Response team dispatch receive a response and assessment regardless of the individual's disposition, which may include current substance use. Documented clinical rationale with administrative support when a mobile intervention is not provided;

7.19.5. Coordination with law enforcement personnel, only when clinically indicated, when responding to individuals in a mental health crisis presenting a safety concern or when active rescue is required;

7.19.6. A face-to-face lethality assessment as needed that includes, but is not limited to:

7.19.6.1. Obtaining the individual's mental health history including, but not limited to:

7.19.6.1.1. Psychiatric, including recent inpatient hospitalizations and current treatment providers.

7.19.6.1.2. Substance misuse.

7.19.6.1.3. Social, familial and legal factors;

7.19.6.2. Understanding the individual's presenting symptoms and onset of crisis;

7.19.6.3. Obtaining medication list, adherence to prescribed medications and brief medical history; and

7.19.6.4. Conducting a mental status exam.

7.19.7. Developing a mutually agreed upon individualized safety plan and care disposition and decision making, with the individual, which may include, but is not limited to:

7.19.7.1. Staying in place with:

7.19.7.1.1. Stabilization services.

7.19.7.1.2. A safety plan.

7.19.7.1.3. Outpatient providers;

7.19.7.2. Stepping up to crisis stabilization services or apartments.

7.19.7.3. Admission to peer respite or step-up/step-down program.

7.19.7.4. Admission to a crisis apartment.

7.19.7.5. Voluntary hospitalization.

7.19.7.6. Initiation of Involuntary Emergency Admission (IEA).

7.19.7.7. Medical hospitalization.

7.20. The Contractor shall involve peer and/or specialty trained crisis responders Rapid Response staff by providing follow up contact within forty-eight (48) hours post-crisis for all face-to-face interventions, which may include, but are not limited to:

7.20.1. Promoting recovery.

7.20.2. Building upon life, social and other skills.

7.20.3. Offering support.

7.20.4. Reviewing crisis and safety plans.

7.20.5. Facilitating referrals such as warm hand offs for post-crisis support services, including connecting back to existing treatment providers, including home region CMHC, and/or providing a referral for additional treatment and/or peer contacts.

7.21. The Contractor shall provide Sub-Acute Crisis Stabilization Services for up to 30 days as follow-up to the initial mobile response for the purpose of stabilization of the crisis episode prior to intake or referral to another service or agency. The Contractor shall ensure stabilization services are:

7.21.1. Provided for individuals who reside in and/or are expected to receive long-term treatment in the Contractor's region;

7.21.2. Delivered by the rapid response team for individuals who are not in active treatment prior to the crisis;

7.21.3. Provided in the individual and family home, if requested by the individual;

7.21.4. Implemented using methods that include, but are not limited to:

7.21.4.1. Involving specialty trained behavioral health peer and/or Bachelor level crisis staff to provide follow up support.

7.21.4.2. Providing crisis stabilization services with a Master's level clinician through short-term, trauma informed approaches, which may include, but are not limited to:

7.21.4.2.1. Cognitive Behavior Therapy (CBT).

7.21.4.2.2. Dialectical Behavior Therapy (DBT).

7.21.4.2.3. Solution-focused therapy.

7.21.4.2.4. Developing concrete discharge plans.

7.21.4.2.5. Providing substance use disorder assessment and counseling techniques for dually diagnosed individuals.

7.21.5. Provided by a Department certified and approved Residential Treatment Provider in a Residential Treatment facility for children and youth.

7.22. The Contractor shall work with the Rapid Response Access Point to conduct educational and outreach activities within the local community and to institutional stakeholders in order to promote appropriate referrals to and the utilization of rapid response team resources. The Contractor must:

7.22.1. Ensure outreach and educational activities may include, but are not limited to:

7.22.1.1. Promoting the Rapid Response Access Point website and phone number and links with information about Rapid Response and connectivity to the Rapid Response Access Point.

7.22.1.2. Including the Rapid Response Access point crisis telephone number as a prominent feature to call if experiencing a crisis on relevant agency materials.

7.22.1.3. Direct communications with partners that direct them to the Rapid Response Access Point for crisis services and deployment.

7.22.1.4. Promoting the Children's Behavioral Health Resource Center website.

7.22.2. Work with the Rapid Response Access Point to change utilization of hospital emergency departments (ED) for crisis response in the region and collaborate by:

7.22.2.1. Meeting regularly with local police and first responders to discuss interface, procedures, and collaborations to understand challenges and improve outcomes for individuals in the community;

7.22.2.2. Educating the individual, and their supports on all diversionary services available, by encouraging early intervention;

7.22.2.3. Maintaining and developing relationships with local hospitals and work together to promote the use of the Rapid Response Access Point number and rapid response services, in order to reduce ED use; and

7.22.2.4. Coordinating with homeless outreach services.

7.23. The Contractor shall maintain connection with the Rapid Response Access Point and the identified technology system that enables transmission of information needed to:

7.23.1. Determine availability of the Rapid Response Teams;

7.23.2. Facilitate response of dispatched teams; and

7.23.3. Resolve the immediate crisis episode.

7.24. The Contractor shall maintain connection to the designated resource tracking system.

7.25. The Contractor shall maintain a bi-directional referral system with electronic scheduling to support information sharing that facilitates closed loop referrals and transmission of clinical triage summaries, safety plans and shared care plans with community providers, once implemented.

7.26. The Contractor shall submit reports relative to the rapid response services provided in this agreement. The Contractor shall:

7.26.1. Document all contacts in the medical record for both State eligible and non-eligible individuals who receive rapid response team services;

7.26.2. Provide monthly reports by the fifteenth (15th) day of each month, on a template provided by the Department which includes, but is not limited to:

7.26.2.1. Number of unique individuals who received services.

7.26.2.2. Date and time of mobile arrival; and

7.26.3. Submit information through the Department's Phoenix System as defined in the Department's Phoenix reporting specifications unless otherwise instructed on a temporary basis by the Department to include but not be limited to:

7.26.3.1. Diversions from hospitalizations.

7.26.3.2. Diversions from Emergency Rooms.

7.26.3.3. Services provided.

7.26.3.4. Location where services were provided.

7.26.3.5. Length of time service or services provided.

7.26.3.6. Whether law enforcement was involved for safety reasons.

7.26.3.7. Whether law enforcement was involved for other reasons.

7.26.3.8. Identification of follow up with the individual by a member of the Contractor's rapid response team within 48 hours post face-to-face intervention.

7.26.3.9. Indication that referral for ongoing mental health services following the immediate crisis was provided.

7.26.3.10. Outcome of service provided, which may include but is not limited to:

7.26.3.10.1. Remained in home.

7.26.3.10.2. Hospitalization.

7.26.3.10.3. Crisis stabilization services.

7.26.3.10.4. Crisis apartment.

7.26.3.10.5. Emergency department.

7.27. The Contractor's performance will be monitored by ensuring eighty (80%) of individuals receive a post-crisis follow up from a member of the Contractor's rapid response team within forty-eight (48) hours of a face-to- face intervention, as identified through Phoenix encounter data.

7.28. Rapid Response Crisis Center

7.28.1. The Contractor shall expand Rapid Response services by opening and operating a drop-in Rapid Response Crisis Center. The Center shall be:

7.28.1.1. Welcoming to and serve children, youth, families, and adults;

7.28.1.2. Open during hours that meet community need/demand;

7.28.1.3. Recovery-oriented and community-based;

7.28.1.4. Open to accept walk-ins and first-responder drop-offs from anywhere in the state;

7.28.1.5. Available to provide services for no more than 23-hours; and

7.28.1.6. Integrated and aligned with the existing Rapid Response system.

7.28.2. The Contractor shall submit a final plan to stand up a location-based Rapid Response Crisis Center to the Department for approval within sixty (60) days from the effective date of the contract. The plan shall include a detailed:

7.28.2.1. Program/model description;

7.28.2.2. Staffing plan; and

7.28.2.3. Timeline.

7.28.3. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format with data elements agreed upon by the Contractor and the Department.

7.29. The Contractor shall provide four (4) Community Crisis Beds in an apartment setting, which serve as an alternative to hospitalization and/or institutionalization. The Contractor shall ensure:

7.29.1. Admissions to an apartment for Community Crises Beds are for providing brief psychiatric intervention in a community based environment structured to maximize stabilization and crisis reduction while minimizing the need for inpatient hospitalization;

7.29.2. Community Crisis Beds in an apartment:

7.29.2.1. Include no more than two (2) bedrooms per crisis apartment;

7.29.2.2. Are operated with sufficient clinical support and oversight, and peer staffing, as is reasonably necessary to prevent unnecessary institutionalization;

7.29.2.3. Have peer staff and clinical staff available to be onsite, 24 hours per day, seven days per week, whenever necessary, to meet individualized needs;

7.29.2.4. Are available to individuals 18 years and older on a voluntary basis and allow individuals to come and go from the apartment as needed to maintain involvement in and connection to school, work, and other recovery-oriented commitments and/or activities as appropriate to the individual's crisis treatment plan;

7.29.2.5. Are certified under New Hampshire Administrative Rule He-M 1000, Housing, Part 1002, Certification Standards for Behavioral Health Community Residences, and include:

7.29.2.5.1. At least one (1) bathroom with a sink, toilet, and a bathtub or shower;

7.29.2.5.2. Specific sleeping area designated for each individual;

7.29.2.5.3. Common areas shall not be used as bedrooms;

7.29.2.5.4. Storage space for each individual's clothing and personal possessions;

7.29.2.5.5. Accommodations for the nutritional needs of the individual; and

7.29.2.5.6. At least one (1) telephone for incoming and outgoing calls.

7.29.3. Crisis intervention, stabilization services, and discharge planning services are provided by the members of the rapid response team as clinically appropriate;

7.29.4. Ongoing safety assessments are conducted no less than daily;

7.29.5. Assistance with determining individual coping strengths in order to develop a crisis treatment recovery plan for the duration of the stay and a post-stabilization plan;

7.29.6. Coordination and provision of referrals for necessary psychiatric services, social services, substance use services and medical aftercare services;

7.29.7. An individual's stay at a crisis apartment is for no more than seven consecutive (7) days, unless otherwise approved in writing by the Department;

7.29.8. Transportation for individuals is provided from the site of the crisis to the apartment and to their home or other residential setting after stabilization has occurred;

7.29.9. Any staff member providing transportation has:

7.29.9.1. A valid driver's license;

7.29.9.2. A State inspected vehicle; and

7.29.9.3. Proof of vehicle insurance;

7.29.10. Provision of a list of discharge criteria from the crisis apartments and related policies and procedures regarding the apartment beds to the Department within thirty (30) days of the contract effective date for Department approval;

7.29.11. Peer Support Specialists engage individuals through methods including, but not limited to Intentional Peer Support (IPS); and

7.29.12. Reports are submitted to the Department for Crisis Apartments through the Phoenix reporting system that includes, but is not limited to:

7.29.12.1. Admission and Discharge Dates.

7.29.12.2. Discharge disposition (community or higher level of care).

7.29.12.3. Number of referrals refused for admission.

**8. Adult Assertive Community Treatment (ACT) Teams**

8.1. The Contractor shall maintain Adult ACT Teams that meet the SAMHSA Model and are available twenty-four (24) hours per day, seven (7) days per week, with on-call availability from midnight to 8:00 A.M. The Contractor shall ensure:

8.1.1. Adult ACT Teams deliver comprehensive, individualized, and flexible services, supports, targeted case management, treatment, and rehabilitation in a timely manner as needed, onsite in the individuals' homes and in other natural environments and community settings, or alternatively, via telephone where appropriate to meet the needs of the individual;

8.1.2. Each Adult ACT Team is composed of seven (7) to ten (10) dedicated professionals who make-up a multi-disciplinary team including, a psychiatrist, a nurse, a Masters-level clinician, or functional equivalent therapist, functional support worker and a full time equivalent (FTE) certified peer specialist;

8.1.3. Each Adult ACT Team includes an individual trained to provide substance abuse support services including competency in providing co-occurring groups and individual sessions, and supported employment; and

8.1.4. Caseloads for Adult ACT Teams serve no more than twelve (12) individuals per Adult ACT Team member, excluding the psychiatrist who serves no more than seventy (70) people served per 0.5 FTE psychiatrist, unless otherwise approved by the Department.

8.2. The Contractor shall ensure ACT staff, with the exception of psychiatrist and nurse, receive:

8.2.1. A minimum of 15 hours in basic ACT training within one (1) year of hire date that is consistent with the ACT EBP SAMHSA toolkit approved by BMHS; and

8.2.2. A minimum of 4 hours of advanced ACT training of co-occurring disorders within fifteen (15) months of hire date that is consistent with the ACT EBP SAMSHA toolkit and Integrated Dual Disorder Model approved by BMHS.

8.3. The Contractor shall ensure Adult ACT Teams do not have waitlists for screening purposes and/or admission to the ACT Team. The Contractor shall ensure:

8.3.1. Individuals do not wait longer than 30 days for either assessment or placement;

8.3.2. Work with the Department at identifying solutions and appropriate levels of care for any individual waiting for Adult ACT Team services for more than 30 days in order to meet the demand for services and implement the solutions within forty-five (45) days; and

8.3.3. Individuals receiving services from Adult ACT Team members, if psychiatrically hospitalized, are offered a same day or next day appointment with an Adult ACT Team member upon date of discharge.

8.4. The Contractor shall report its level of compliance with the above listed requirements on a monthly basis at the staff level in the format, and with content, completeness, and timeliness as specified by the Department as part of the Phoenix submissions, which are due no later than the 15th of the month. The Contractor shall:

8.4.1. Ensure services provided by the Adult ACT Team are identified in the Phoenix submissions as part of the ACT cost center;

8.4.2. Screen for ACT per NH Administrative Rule He-M 426.16, or as amended, Assertive Community Treatment (ACT);

8.4.3. Report all ACT screenings with the outcome of the screening to indicate whether the individual is appropriate for ACT, as part of the Phoenix submissions, or in the format, content, completeness, and timelines as specified by the Department;

8.4.4. Make a referral for an ACT assessment within (7) days of:

8.4.4.1. A screening outcome that an individual may be appropriate to receive ACT services; and

8.4.4.2. An individual being referred for an ACT assessment;

8.4.5. Report the outcome of ACT assessments to the Department as part of the Phoenix submissions, in the format, content, completeness, and timelines as specified by the Department;

8.4.6. Ensure all individuals assessed as appropriate for ACT services are admitted to the ACT team caseload and begin receiving ACT services within seven (7) days, with the exception of individuals who decline such services, or are not available to receive such services for reasons that may include, but are not limited to:

8.4.6.1. Extended hospitalization or incarceration.

8.4.6.2. Relocation of individuals out of the Contractor's designated community mental health region; and

8.4.7. Ensure, in the event that admitting the individual to the ACT Team caseload causes the ACT Team to exceed the caseload size limitations specified above, consultation with the Department to seek approval:

8.4.7.1. To exceed caseload size requirements; or

8.4.7.2. To provide alternative services to the individual until the individual can be admitted to the ACT caseload.

**9. Evidence-Based Supported Employment**

9.1. The Contractor shall gather employment status for all adults with Severe Mental Illness (SMI)/Severe Persistent Mental Illness (SPMI) at intake and at least biannually thereafter and when employment status changes.

9.2. The Contractor shall report the employment status for all adults with SMI/SPMI to the Department in the format, content, completeness, and timelines specified by the Department.

9.3. The Contractor shall provide a referral for all individuals who express an interest in receiving Individual Placement and Support Supported Employment (IPS-SE) services to the Supported Employment (SE) team within seven (7) days.

9.4. The Contractor shall deem the individual as waiting for SE services if the SE team cannot accommodate enrollment of SE services, at which time the individual will be added to the waitlist, which is reported to the Department, as specified by the Department.

9.5. The Contractor shall provide IPS-SE to eligible individuals in accordance with the SAMHSA and/or Dartmouth model.

9.6. The Contractor shall ensure IPS-SE services include, but are not limited to:

9.6.1. Job development.

9.6.2. Work incentive counseling.

9.6.3. Rapid job search.

9.6.4. Follow along supports for employed individuals.

9.6.5. Engagement with mental health treatment teams and local NH Vocational Rehabilitation services.

9.7. The Contractor shall ensure IPS-SE services do not have waitlists, ensuring individuals do not wait longer than 30 days for IPS-SE services. If waitlists are identified, Contractor shall:

9.7.1. Work with the Department to identify solutions to meet the demand for services; and

9.7.2. Implement such solutions within 45 days.

9.8. The Contractor shall maintain the penetration rate of individuals receiving supported employment at a minimum of 18.6 percent (18.6%) as per the CMHA agreement.

9.9. The Contractor shall ensure SE staff receive:

9.9.1. A minimum of 15 hours in basic training within one year of hire date as approved by the IPS Employment Center and approved by BMHS; and

9.9.2. A minimum of 7 hours of advanced SE Job Development Training within 15 months of hire as approved by the IPS-SE Employment Center and BMHS.

**10. Coordination of Care from Residential or Psychiatric Treatment Facilities**

10.1. The Contractor shall designate a member of its staff to serve as the primary liaison to New Hampshire Hospital (NHH) and/ or Hampstead Hospital Residential Treatment Facility (HHRTF) who works with the applicable NHH & HHRTF staff, payer(s), guardian(s), other community service providers, and the applicable individual, to assist with coordinating the seamless transition of care for individuals transitioning from NHH and HHRTF to community based services or transitioning to NHH from the community. The Contractor may:

10.1.1. Designate a different liaison for individuals being served through their children's services.

10.2. The Contractor shall not close the case of any individual who is admitted to NHH. Notwithstanding, the Contractor shall be deemed to be in compliance with all NH Administrative He-M 408, Clinical Records rules regarding documentation if it is noted in the record that the individual is an inpatient at NHH or another treatment facility. All documentation requirements as per He-

M 408 will be required to resume upon re-engagement of services following the individual's discharge from inpatient care.

10.3. The Contractor shall participate in transitional and discharge planning within 24 hours of admission to an inpatient facility.

10.4. The Contractor shall work with the Department, payers and guardians (if applicable) to review cases of individuals that NHH, HHRTF, Transitional Housing, or alternative treatment facility or the Contractor, have indicated will have difficulty returning to the community to identify barriers to discharge, and to develop an appropriate plan to transition into the community.

10.5. The Contractor shall make a face-to-face appointment available to an individual leaving NHH, HHRTF, Transitional Housing or alternative residential setting who desires to reside in the region served by the Contractor within seven (7) calendar days of receipt of notification of the individual's discharge, or within seven (7) calendar days of the individual's discharge, whichever is later.

10.6. The Contractor shall ensure individuals who are discharged and are new to a CMHC have an intake appointment within seven (7) calendar days. If the individual declines to accept the appointment, declines services, or requests an appointment to be scheduled beyond the seven (7) calendar days, the Contractor may accommodate the individual's request provided the accommodation is clinically appropriate, and does not violate the terms of a conditional discharge. The Contractor's Adult ACT Team must see individuals who are on the ACT caseload and transitioning from NHH into the community within 24 hours of NHH discharge.

10.7. The Contractor shall make all reasonable efforts to ensure that no appropriate bed is available at any other inpatient psychiatric unit, Designated Receiving Facility (DRF) per NH RSA 135-C and NH Administrative Rule He-M 405, Designation of Receiving Facilities, Mobile Crisis Apartment, Peer Support Recovery Center, or Adult Psychiatric Residential Treatment Program (APRTP) prior to referring an individual to NHH.

10.8. The Contractor shall collaborate with NHH to develop and execute conditional discharges from NHH in order to ensure that individuals receive treatment in the least restrictive environment.

10.9. The Contractor shall have all necessary staff members available to receive, evaluate, and treat individuals discharged from NHH and HHRTF seven (7) days per week, consistent with the provisions in NH Administrative Rule He-M 403 and NH Administrative Rule He-M 426.

10.10. For individuals at NHH who formerly resided in the Contractor's designated community mental health region prior to NHH admission, who have been identified for transition planning to the Glencliff Home, the Contractor shall, at

the request of the individual or guardian, or of NHH or Glencliff Home staff, participate in transition planning to determine if the individual can be supported in the Contractor's region with community based services and supports instead of transitioning to the Glencliff Home. In the event the individual would require supports from multiple funding sources or the Department's systems of care, the Contractor shall collaborate with additional Department staff at NHH's request, to address any barriers to discharge the individual to the community.

**11. Coordinated Care and Integrated Treatment**

11.1. Primary Care

11.1.1. The Contractor shall request written consent from each individual to allow the designated primary care provider to release information for the purpose of coordinating care regarding mental health services or substance misuse services or both.

11.1.2. The Contractor shall support each individual with linking to an available primary care provider, if the individual does not have an identified primary care provider, to:

11.1.2.1. Monitor health;

11.1.2.2. Provide medical treatment as necessary; and

11.1.2.3. Engage in preventive health screenings.

11.1.3. The Contractor shall consult with each primary care provider at least annually, or as necessary, to integrate care between mental and physical health for each individual, which may include the exchange of pertinent information including, but not limited to medication changes or changes in the individual's medical condition.

11.1.4. The Contractor shall document on the release of information form the reason(s) written consent to release information was refused in the event an individual refuses to provide consent to release information.

11.2. Substance Misuse Treatment, Care and/or Referral

11.2.1. The Contractor shall provide services and meet requirements to address substance misuse and to support recovery intervention implementation, which include, but are not limited to:

11.2.1.1. Screening no less than 95% of eligible individuals for substance misuse at the time of intake, and annually thereafter.

11.2.1.2. Conducting a full assessment for substance misuse disorder and associated impairments for each individual that screens positive for substance use.

11.2.1.3. Developing an individualized service plan for each eligible individual based on information from substance misuse screening.

11.2.2. The Contractor shall utilize the SAMSHA evidence-based models for Co-Occurring Disorders Treatment to develop treatment plans with individuals and to provide an array of evidence-based interventions that enhance recovery for individuals and follow the fidelity standards to such a model.

11.2.3. The Contractor shall make all appropriate referrals if the individual requires additional substance use disorder care utilizing the current New Hampshire system of care, and ensuring linkage to and coordination with resources.

11.3. Area Agencies

11.3.1. The Contractor shall collaborate with the Area Agency that serves the region to address processes that include:

11.3.1.1. Enrolling individuals for services who are dually eligible for both organizations;

11.3.1.2. Ensuring transition-aged individuals are screened for the presence of mental health and developmental supports and refer, link and support transition plans for youth leaving children's services into adult services identified during screening;

11.3.1.3. Following the "Protocol for Extended Department Stays for Individuals served by Area Agency" issued December 1, 2017 by the State of New Hampshire Department of Health and Humans Services, as implemented by the regional Area Agency;

11.3.1.4. Facilitating collaborative discharge planning meetings to assess individuals who are leaving NHH to re-engage them with both the CMHC and Area Agency representatives;

11.3.1.5. Ensuring annual training is designed and completed for intake, eligibility, and case management for dually diagnosed individuals and that attendees include intake clinicians, case-managers, service coordinators and other frontline staff identified by both CMHC's and Area Agencies. The Contractor shall ensure the training utilizes the Diagnostic Manual for Intellectual Disability 2 that is

specific to intellectual disabilities, in conjunction with the DSM V;

11.3.1.6. Planning for each person who receives dual case management by outlining the responsibilities of each organization and expectations for collaboration between the organizations; and

11.3.1.7. Participating in shared service annual treatment meetings to assess quality and progress towards treatment goals as well as monitoring continued need for dual services when waivers are required for services between agencies.

11.4. Peer Supports

11.4.1. The Contractor shall actively promote recovery principles and integrate peers throughout the agency, which includes, but is not limited to:

11.4.1.1. Employing peers as integrated members of the CMHC treatment team(s) in the role of peer support specialist with the ability to deliver one-on-one face-to-face interventions that facilitate the development and use of recovery-based goals and care plans, and explore treatment engagement and connections with natural supports.

11.4.1.2. Establishing referral and resource relationships with the local Peer Support Agencies, including any Peer Respite, Recovery Oriented Step-up/Step-down programs, and Clubhouse Centers and promote the availability of these services.

11.4.2. The Contractor shall submit a quarterly peer support staff tracking document, as supplied by or otherwise approved by the Department.

11.5. Transition of Care with MCO's

11.5.1. The Contractor shall ensure ongoing coordination occurs with the MCO Care Managers to support care coordination among and between services providers.

**12. Certified Community Behavioral Health Clinic (CCBHC) Planning (Through March 30, 2024)**

12.1. The Contractor shall participate in CCBHC planning activities that include:

12.1.1. Co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant;

12.1.2. Attending two (2) learning communities on a monthly basis;

12.1.3. Completing the CCBHC self-assessment tool as defined by the department; and

12.1.4. Meeting monthly with planning consultant for technical assistance.

**13. Deaf Services**

13.1. The Contractor shall work with the Deaf Services Team, employed by Region 6, for all individuals seeking services who would benefit from receiving treatment in American Sign Language (ASL) or from staff who are specially trained to work with the deaf and hard of hearing population.

13.2. The Contractor shall work with the Deaf Services Team in Region 6 for disposition and treatment planning, as appropriate.

13.3. The Contractor shall ensure treatment plans take the importance of access to culturally and linguistically appropriate services on treatment outcomes into consideration.

13.4. The Contractor shall ensure services are person-directed, which may result in:

13.4.1. Individuals being seen only by the Deaf Services Team through CMHC Region 6;

13.4.2. Care being shared across the regions; or

13.4.3. The individual's local CMHC providing care after consultation with the Deaf Services Team.

**14. Helping Overcome Psychosis Early (HOPE) PROGRAM SERVICES - Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP – CSC) Services**

14.1. The Contractor shall provide a Coordinated Specialty Care (CSC) model and implement the NAVIGATE model of treatment for people with Early Serious Mental Illness (ESMI) and First Episode Psychosis (FEP) (EMSI/FEP – CSC) under the name HOPE Program.

14.2. The Contractor shall identify staff to deliver HOPE and to participate in intensive evidence-based ESMI/FEP - CSC training and consultation, as designated by the Department.

14.3. The Contractor shall participate in meetings no less than on a quarterly basis with the Department to ensure program implementation, enrollment, and updates relative to ongoing activities.

14.4. The HOPE team will include roles in accordance with the NAVIGATE model including, but not limited to:

14.4.1. A CSC team leader.

14.4.2. A CSC case worker.

14.4.3. A Supported Employment and Education (SEE) worker.

14.4.4. A therapist.

14.4.5. A family education and support therapist.

14.4.6. A peer.

14.4.7. A psychopharmacologist who provides diagnostic, treatment and medication prescribing services.

14.5. The Contractor shall ensure the HOPE programs' treatment services are available and provided to youth and adults between fifteen (15) and thirty-five (35) years of age who are experiencing early symptoms of a serious mental illness psychiatric disorder.

14.6. The Contractor shall ensure the HOPE program conducts education and assertive outreach to community organizations to facilitate referrals and to support rapid enrollment of individuals with new onset of psychosis to the program, with a goal of enrolling ten (10) individuals throughout the year.

14.7. The Contractor shall accept enrollees from other CMHC catchment areas when appropriate if there is capacity to manage the needs in accordance with a structure and strategy designed in collaboration with the Department.

14.8. The Contractor shall ensure the HOPE programs' treatment model involves a team structure that is based on:

14.8.1. Principles of shared decision-making;

14.8.2. A strengths and resiliency focus;

14.8.3. Recognition of the need for motivational enhancement;

14.8.4. A psychoeducational approach;

14.8.5. Cognitive behavioral therapy methods;

14.8.6. Development of coping skills; and

14.8.7. Integration of natural and peer supports.

14.9. The Contractor shall provide ESMI/FEP – CSC treatment services utilizing a discrete team approach ensuring team members provide ESMI/FEP-specific services and other services identified on individual treatment plans. The Contractor shall ensure that CSC services align with the NAVIGATE model and include, but are not limited to:

14.9.1. A specialized HOPE program intake process that takes place no later than one (1) week after identifying an individual with ESMI/FEP including:

14.9.1.1. Screening conducted by the HOPE team leader prior to admission to the program;

14.9.1.2. Conducting the screening while a person is still in an inpatient setting whenever possible; and

14.9.1.3. Ensuring rapid access to HOPE services in order to reduce the duration of untreated psychosis for individuals.

14.9.2. No less than bimonthly team meetings that:

14.9.2.1. Are led by the HOPE Team Leader;

14.9.2.2. Include all HOPE team members; and

14.9.2.3. Involve communicating the status of all individuals served by the team; planning recovery-oriented care for each individual; and developing strategies to implement the care plans.

14.9.3. Specialized psychiatric support with medication management that includes, but is not limited to:

14.9.3.1. Assessment and monitoring of psychopathology; functioning; medication side effects; and medication attitudes.

14.9.3.2. Shared decision making including education on:

14.9.3.2.1. Use of medications to manage symptoms; and

14.9.3.2.2. Use of lowest effective dosage of antipsychotic medications for recovery-oriented pharmacotherapy that is tailored toward improving functioning and reducing side effects of individuals with ESMI/FEP.

14.9.3.3. Monitoring and treatment of medication side effects with special emphasis on cardio metabolic risk factors, which may include but are not limited to:

14.9.3.3.1. Smoking.

14.9.3.3.2. Weight gain.

14.9.3.3.3. Hypertension.

14.9.3.3.4. Dyslipidemia.

14.9.3.3.5. Prediabetes.

14.9.3.4. Ensuring prescribers maintain close contact with primary care providers to ensure optimal medical treatment for

risk factors related to cardiovascular disease and diabetes.

14.9.3.5. Ensuring referrals to specialized psychiatric services to an agency prepared to provide telehealth psychiatric services, through a subcontract payment modality, in instances where an individual needs external psychiatric consultation and services.

14.9.4. Providing medication management services that include, but are not limited to:

14.9.4.1. Thirty (30) minutes per month or more, as clinically indicated, during the first 6 months of enrollment.

14.9.4.2. Thirty (30) minutes every 3 months or more, as clinically indicated, during the last 18 months of enrollment.

14.9.5. Providing specialized youth and young adult peer supports and services.

14.9.6. Facilitating individual and family psychotherapy that is informative and provides skills to families to support the individual's treatment and recovery.

14.9.7. Providing family psychoeducation.

14.9.8. Providing access to telemedicine options for services that cannot be provided by the Contractor, but are available through a regional CMHC that is able to provide services through a telemedicine model.

14.10. The Contractor shall participate in quarterly meetings with the Department to report on program implementation, enrollment, and updates and ensure ongoing the EMSI/FEP-CSC model is reflected in treatment.

14.11. The Contractor shall provide community outreach to ensure knowledge of ESMI/FEP and the CSC program is widespread and available to those in need. The Contractor shall ensure that:

14.11.1. The CSC team includes an identified individual, who may be an Outreach Specialist or may be the Team Leader, who has the dedicated time and skills to:

14.11.1.1. Develop referral pathways to the CSC program; and

14.11.1.2. Educate community partners about the program;

14.11.2. Outreach efforts include local community hospitals, housing programs, criminal justice system, and schools;

14.11.3. Outreach contacts are reported on a quarterly basis;

14.11.4. Outreach includes cultivating relationships with admission and discharge personnel at these external agencies through frequent visits, phone calls, email communication and timely evaluation of potential FEP cases; and

14.11.5. Outreach includes cultivating internal CMHC relationships and activities such as monitoring referrals and intakes to the CMHC and facilitating connection with likely internal candidates for the CSC program.

14.12. The Contractor shall utilize the CANS/ANSA, or other Department-approved evidence based tool, to measure strengths and needs of the individual at program entry and to track the recovery process post-entry.

14.13. The Contractor shall ensure the HOPE program provides time-limited services, as determined in partnership with the Department. The Contractor shall ensure transitions from HOPE include, but are not limited to:

14.13.1. A collaborative process that involves the individual; their relatives and important others; and members of the CSC team to determine readiness for a less intensive level of care.

14.13.2. An assessment of the individuals progress toward achieving treatment goals, and identification of areas that require additional work, in key domains that include:

14.13.2.1. School and work functioning;

14.13.2.2. Quality of peer and family relationships;

14.13.2.3. Relief from symptoms;

14.13.2.4. Abstinence from substances; and

14.13.2.5. Effective management of health issues

14.13.3. Consideration of the individual's personal vision of stability, success in community functioning, and personal autonomy.

14.13.4. Utilizing formal transition planning guides and worksheets.

14.14. The Contractor shall submit reports to the Department in a Department-approved format and frequency, which include but are not limited to:

14.14.1. Quarterly Team Leader Reports that are due on the 15th of the month following the close of each quarter, which include, but are not limited to:

14.14.1.1. Monthly enrollment, service utilization, and outcomes reports.

14.14.1.2. Quarterly staffing summary.

14.14.1.3. Quarterly meeting summary.

14.14.1.4. Referral and enrollment efforts.

14.14.1.5. Community outreach efforts inclusive of outreach descriptions, occurrences, and agencies contacted.

14.15. The Contractor shall submit invoices for services in a format provided by the BMHS Financial Management Unit, which are processed for payment upon verification of timely reporting.

**15. CANS/ANSA or Other Approved Assessment**

15.1. The Contractor shall ensure all clinicians providing community mental health services to individuals eligible for services in accordance with NH Administrative Rule He-M 426, Community Mental Health Services, are certified in the use of:

15.1.1. The New Hampshire version of the Child and Adolescent Needs and Strengths Assessment (CANS) if serving the child and youth population; and

15.1.2. The New Hampshire version of the Adult Needs and Strengths Assessment (ANSA), or other approved evidence based tool, if serving the adult population.

15.2. The Contractor shall ensure clinicians maintain certification through successful completion of a test provided by the Praed Foundation, annually.

15.3. The Contractor shall ensure ratings generated by the New Hampshire version of the CANS or ANSA assessment are:

15.3.1. Utilized to develop an individualized, person-centered treatment plan;

15.3.2. Utilized to document and review progress toward goals and objectives and to assess continued need for community mental health services;

15.3.3. Submitted to the database managed for the Department that allows client-level, regional, and statewide outcome reporting by the 15th of every month, in CANS/ANSA format; and

15.3.4. Employed to assist in determining eligibility for State Psychiatric Rehabilitation services.

15.4. The Contractor shall complete documentation of re-assessments using the New Hampshire version of the CANS or ANSA 2.0 in accordance with NH Administrative Rule He-M 401.04-09 for eligibility determination and in accordance with NH Administrative Rule He-M 401.12-13 for periodic Individual Service Plan (ISP) reviews.

15.5. The Contractor may use an alternate evidence based, assessment tool that meets all ANSA 2.0 domains, subject to written Department approval. Where

is no alternate assessment tool allowed for the use of CANS. If an alternative tool is approved, monthly reporting of data generated by the Contractor must be in ANSA 2.0 format, to enable client-level, regional and statewide reporting.

15.6. The Contractor shall consult with the Medicaid Managed Care Organizations (MCO) to develop and implement a process that meets the MCOs' need to measure program effectiveness.

15.7. The Contractor shall correct all errors or complete all system corrections to ensure data is submitted in its entirety and completeness no later than six (6) months from contract effective date. Failure to complete all correction may result in withholding of funds until all corrections are completed.

**16. Pre-Admission Screening and Resident Review**

16.1. The Contractor shall assist the Department with Pre-Admission Screening and Resident Review (PASRR) to meet the requirements of the PASRR provisions of the Omnibus Budget Reconciliation Act of 1987.

16.2. Upon request by the Department, the Contractor shall:

16.2.1. Provide the information necessary to determine the existence of mental illness in a nursing facility applicant or resident; and

16.2.2. Conduct evaluations and examinations needed to provide the data to determine if an individual being screened or reviewed:

16.2.2.1. Requires nursing facility care; and

16.2.2.2. Has active treatment needs.

**17. Application for Other Services**

17.1. The Contractor shall assist eligible individuals in accordance with NH Administrative Rule He-M 401, with completing applications for all sources of financial, medical, and housing assistance, according to their respective rules, requirements and filing deadlines. The Contractor shall assist with applications that may include, but are not limited to:

17.1.1. Medicaid.

17.1.2. Medicare.

17.1.3. Social Security Disability Income.

17.1.4. Veterans Benefits.

17.1.5. Public Housing.

17.1.6. Section 8 Subsidies.

17.1.7. Child Care Scholarship.

**18. Community Mental Health Program (CMHP) Status**

18.1. The Contractor shall meet the approval requirements of NH Administrative Rule He-M 403 as a governmental or non-governmental non-profit agency, or the contract requirement of NH RSA 135-C:3 as an individual, partnership, association, public or private, for profit or nonprofit, agency or corporation to provide services in the state mental health services system.

18.2. The Contractor shall provide all applicable documentation, policies and procedures, and shall participate in an onsite compliance review, as requested by the Department, to determine compliance with NH Administrative Rule He-M 403 and NH RSA 135-C:3. Compliance reviews will be at times to be determined by the Department, and will occur no less than once every five (5) years.

**19. Quality Improvement**

19.1. The Contractor shall perform, or cooperate with the coordination, organization, and all activities to support the performance of quality improvement and/or utilization review activities, determined to be necessary and appropriate by the Department within timeframes reasonably specified by the Department.

19.2. The Contractor shall develop a comprehensive plan for quality improvement detailing areas of focus for systematic improvements based on data, performance, or other identified measures where standards are below the expected value. The Contractor shall ensure:

19.2.1. The plan is based on models available by the American Society for Quality, Agency for Healthcare Research and Quality, Institute for Healthcare Improvement, or others.

19.3. The Contractor shall comply with the Department-conducted NH Community Mental Health Center Client Satisfaction Survey The Contractor shall:

19.3.1. Submit all required information in a format provided by the Department or contracted vendor;

19.3.2. Provide complete and submit current contact client contact information to the Department so that individuals may be contacted to participate in the survey;

19.3.3. Support all efforts of the Department to conduct the survey;

19.3.4. Promote survey participation of individuals sampled to participate; and

19.3.5. Display marketing posters and other materials provided by the Department to explain the survey and support attempts efforts by the Department to increase participation in the survey.

19.4. The Contractor shall review the data and findings from the NH Community Mental Health Center Client Satisfaction Survey results, and incorporate findings into their Quality Improvement Plan goals.

19.5. The Contractor shall engage and comply with all aspects of Fidelity Reviews based on a model approved by the Department and on a schedule approved by the Department.

**20. Maintenance of Fiscal Integrity**

20.1. The Contractor must submit the following financial statements to the Department on a monthly basis, within thirty (30) calendar days after the end of each month:

20.1.1. Balance Sheet;

20.1.2. Profit and Loss Statement for the Contractor's entire organization that includes:

20.1.2.1. All revenue sources and expenditures; and

20.1.2.2. A budget column allowing for budget to actual analysis;

20.1.3. Profit and Loss Statement for the Program funded under this Agreement that includes:

20.1.3.1. All revenue sources and all related expenditures for the Program; and

20.1.3.2. A budget column allowing for budget to actual analysis; and

20.1.4. Cash Flow Statement.

20.2. 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.

20.3. The Contractor's fiscal integrity will be evaluated by the Department using the following Formulas and Performance Standards:

20.3.1. Days of Cash on Hand:

20.3.1.1. Definition: The days of operating expenses that can be covered by the unrestricted cash on hand.

20.3.1.2. 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.

20.3.1.3. Performance Standard: The Contractor shall have enough cash and cash equivalents to cover expenditures for a minimum of thirty (30) calendar days with no variance allowed.

20.3.2. Current Ratio:

20.3.2.1. Definition: A measure of the Contractor's total current assets available to cover the cost of current liabilities.

20.3.2.2. Formula: Total current assets divided by total current liabilities.

20.3.2.3. Performance Standard: The Contractor shall maintain a minimum current ratio of 1.5:1 with 10% variance allowed.

20.3.3. Debt Service Coverage Ratio:

20.3.3.1. Rationale: This ratio illustrates the Contractor's ability to cover the cost of its current portion of its long-term debt.

20.3.3.2. Definition: The ratio of net income to the year to date debt service.

20.3.3.3. 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.

20.3.3.4. Source of Data: The Contractor's monthly financial statements identifying current portion of long-term debt payments (principal and interest).

20.3.3.5. Performance Standard: The Contractor shall maintain a minimum standard of 1.2:1 with no variance allowed.

20.3.4. Net Assets to Total Assets:

20.3.4.1. Rationale: This ratio is an indication of the Contractor's ability to cover its liabilities.

20.3.4.2. Definition: The ratio of the Contractor's net assets to total assets.

20.3.4.3. Formula: Net assets (total assets less total liabilities) divided by total assets.

20.3.4.4. Source of Data: The Contractor's monthly financial statements.

20.3.4.5. Performance Standard: The Contractor shall maintain a minimum ratio of .30:1, with a 20% variance allowed.

20.4. In the event that the Contractor does not meet either:

20.4.1. The Days of Cash on Hand Performance Standard and the Current Ratio Performance Standard for two consecutive months; or

20.4.2. Three or more of any of the Performance Standards for one month, or any one Performance Standard for three consecutive months, then the Contractor must:

20.4.2.1. Meet with Department staff to explain the reasons that the Contractor has not met the standards; and/or

20.4.2.2. Submit a comprehensive corrective action plan within thirty (30) calendar days of receipt of notice from the Department.

20.5. The Contractor must update and submit the corrective action plan to the Department, at least every thirty (30) calendar days, until compliance is achieved. The Contractor must:

20.5.1. 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.

20.6. The Contractor must inform the Department by phone and by email within twenty-four (24) hours of when any key Contractor staff learn of any actual or likely litigation, investigation, complaint, claim, or transaction that may reasonably be considered to have a material financial impact on and/or materially impact or impair the ability of the Contractor to perform under this Agreement with the Department.

20.7. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

20.8. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

20.9. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

**21. Reduction or Suspension of Funding**

21.1. In the event that the State funds designated as the Price Limitation in Form P-37, General Provisions, Block 1.8. of the General Provisions are materially reduced or suspended, the Department shall provide prompt written notification to the Contractor of such material reduction or suspension.

21.2. In the event that the reduction or suspension in federal or state funding shall prevent the Contractor from providing necessary services to individuals, the Contractor shall develop a service reduction plan, detailing which necessary services will no longer be available.

21.3. Any service reduction plan is subject to approval from the Department, and shall include, at a minimum, provisions that are acceptable to the Department, with services that include, but are not limited to:

21.3.1. Evaluation of and, if eligible, an individual service plan for all new applicants for services.

21.3.2. Crisis services for all individuals.

21.3.3. Services for individuals who meet the criteria for involuntary admission to a designated receiving facility.

21.3.4. Services to individuals who are on a conditional discharge pursuant to RSA 135-C:50 and NH Administrative Rule He-M 609.

**22. Elimination of Programs and Services by Contractor**

22.1. The Contractor shall provide a minimum thirty (30) calendar day's written notice prior to any reductions in delivery of services, or notice as soon as possible if the Contactor is faced with a more sudden need to reduce delivery of services.

22.2. The Contractor shall consult and collaborate with the Department prior to elimination or reduction of services in order to reach a mutually agreeable solution as to the most effective way to provide necessary services.

22.3. The Department reserves the right to require the Contractor to participate in a mediation process with the Commissioner of the Department of Health and Human Services, and to invoke an additional thirty (30) calendar day extension in the event of a proposal to reduce or eliminate any contracted services.

22.4. If the parties are still unable to come to a mutual agreement within the thirty (30) calendar day extension, the Contractor may proceed with its proposed program change(s) so long as proper notification to eligible individuals is provided.

22.5. The Contractor shall not redirect funds allocated in the budget for the program or service that has been eliminated or substantially reduced to another program or service without the mutual agreement of both parties.

22.6. In the event that an agreement cannot be reached, the Department shall control the expenditure of the unspent funds.

**23. Data Reporting**

23.1. The Contractor shall submit any data identified by the Department to comply with federal or other reporting requirements to the Department or contractor designated by the Department.

23.2. The Contractor shall submit all required data elements to the Department's Phoenix system in compliance with current Phoenix reporting specifications and transfer protocol provided by the Department.

23.3. The Contractor shall submit individual client demographics and all encounter data, including data on both billable and non-billable individual-specific services and rendering staff providers on these encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. Individual data must include a Medicaid ID number for individuals who are enrolled in Medicaid.

23.4. The Contractor shall include client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, Low Utilizer (LU), SED, and Severe Emotional Disturbance Interagency (SEDIA) are acceptable.

23.5. The Contractor shall make any necessary system changes to comply with annual Department updates to the Phoenix reporting specification(s) within 90 days of notification of the new requirements. When a contractor is unable to comply they shall request an extension from the Department that documents the reasons for non-compliance and a work plan with tasks and timelines to ensure compliance.

23.6. The Contractor shall meet all the general requirements for the Phoenix system which include, but are not limited to:

23.6.1. Agreeing that all data collected in the Phoenix system is the property of the Department to use as it deems necessary.

23.6.2. Ensuring data files and records are consistent with reporting specification requirements.

23.6.3. Ensuring that errors in data returned to the Contractor are corrected and resubmitted to the Department within ten (10) business days.

23.6.4. Ensuring data is current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department.

23.6.5. Participating in Departmental efforts for system-wide data quality improvement.

23.6.6. Implementing quality assurance, system, and process review procedures to validate data submitted to the Department to confirm:

23.6.6.1. All data is formatted in accordance with the file specifications;

23.6.6.2. No records will reject due to illegal characters or invalid formatting; and

23.6.6.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

23.7. The Contractor shall meet the following standards:

23.7.1. Timeliness: monthly data shall be submitted no later than the fifteenth (15th) of each month for the prior month's data unless otherwise approved by the Department, and the Contractor shall review the Department's tabular summaries within five (5) business days.

23.7.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) of individuals served by the Contractor. For fields indicated in the reporting specifications as data elements that must be collected in contractor systems, 98% shall be submitted with valid values other than the unknown value. The Department may adjust this threshold through the waiver process described in Section 23.8.

23.7.3. Accuracy: submitted service and member data shall conform to submission requirements for at least ninety-eight percent (98%) of the records, and one-hundred percent (100%) of unique member identifiers shall be accurate and valid.

23.8. The Department may waive requirements for fields in Phoenix on a case by case basis through a written waiver communication that specifies the items being waived. In all circumstances:

23.8.1. The waiver length shall not exceed 180 days.

23.8.2. Where the Contractor fails to meet standards, the Contractor shall submit a corrective action plan within thirty (30) calendar days of being notified of an issue.

23.8.3. After approval of the corrective action plan, the Contractor shall implement the plan.

23.8.4. Failure of the Contractor to implement the plan may require:

23.8.4.1. Another plan; or

23.8.4.2. Other remedies, as specified by the Department.

**24. Privacy Impact Assessment**

24.1. 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:

24.1.1. How PII is gathered and stored;

24.1.2. Who will have access to PII;

24.1.3. How PII will be used in the system;

24.1.4. How individual consent will be achieved and revoked; and

24.1.5. Privacy practices.

24.2. 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.

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

## Payment Terms

1. This Agreement is funded by:
   1.1. 2.01% Federal funds, Block Grants for Community Mental Health Services, as awarded on 2/23/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.958, FAIN B09SM087375.
   1.2. 0.73% Federal funds, NH Certified Community Behavioral Health Clinic Planning, as awarded on 3/15/23, by the Substance Abuse and Mental Health Services Administration, Center for Mental Health Services, ALN 93.829, FAIN H79SM087622.
   1.3. 97.01% General funds.
   1.4. .25% Other funds (Behavioral Health Services Information System).
2. For the purposes of this Agreement the Department has identified:
   2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
   2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. The State shall pay the Contractor an amount not to exceed the Price Limitation, specified in Form P-37, General Provisions, Block 1.8 for the services provided by the Contractor pursuant to Exhibit B, Scope of Services.
4. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any state or federal law, rule or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.
5. Mental Health Services provided by the Contractor shall be paid in order as follows:
   5.1. For Medicaid enrolled individuals through the Department Medicaid Fee for Service program in accordance with the current, publicly posted Fee for Service (FFS) schedule located at NHMMIS.NH.gov.
   5.2. For Managed Care Organization enrolled individuals, the Contractor shall be reimbursed pursuant to the Contractor's agreement with the applicable Managed Care Organization for such services.
   5.3. For individuals with other health insurance or other coverage for the services they receive, the Contractor will directly bill the other insurance or payors.
   5.4. For individuals without health insurance or other coverage for the services they receive, and for operational costs contained in Exhibits C,

Payment Terms, or which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payer, the Contractor will directly bill the Department to access contract funds provided through this Agreement.

6. All Medicaid/MCO invoicing shall follow billing and coding requirements outlined by the Department. For the purpose of Medicaid billing, a unit of service is described in the DHHS published CMH NH Fee Schedule, as may be periodically updated, or as specified in NH Administrative Rule He-M 400. However, for He-M 426.12 Individualized Resiliency and Recovery Oriented Services (IROS), a Unit of Service is defined as fifteen (15) minutes. The Contractor shall report and bill in whole units. The intervals of time in the table below define how many units to report or bill. All such limits may be subject to additional DHHS guidance or updates as may be necessary to remain in compliance with Medicaid standards.

| Direct Service Time Intervals | Unit Equivalent |
|---|---|
| 0-7 minutes | 0 units |
| 8-22 minutes | 1 unit |
| 23-37 minutes | 2 units |
| 38-52 minutes | 3 units |
| 53-60 minutes | 4 units |

7. Payment shall be for services provided in the fulfillment of this Agreement, as specified in Exhibit B Scope of Work, and in accordance with Table 1 below.

7.1. The table below summarizes the other contract programs and their maximum allowable amounts.

7.2. **Table 1**

**New Hampshire Department of Health and Human Services**
**Mental Health Services**

# EXHIBIT C

| Program to be Funded | SFY2024 Amount | SFY2025 Amount | TOTALS |
|---|---|---|---|
| Div. for Children Youth and Families (DCYF) Consultation | $ 1,770.00 | $ 1,770.00 | $ 3,540.00 |
| Rapid Response Crisis Services | $ 2,000,000.00 | $ 2,000,000.00 | $ 4,000,000.00 |
| Assertive Community Treatment Team (ACT) - Adults | $ 225,000.00 | $ 225,000.00 | $ 450,000.00 |
| ACT Enhancement Payments | $ 12,500.00 | $ 12,500.00 | $ 25,000.00 |
| Child and Youth Based Programming and Team Based Approaches (BCBH) | $ 120,000.00 | $ 120,000.00 | $ 240,000.00 |
| Behavioral Health Services Information System (BHSIS) | $ 10,000.00 | $ 5,000.00 | $ 15,000.00 |
| Modular Approach to Therapy for Children with Anxiety, Depression, Trauma or Conduct Problems (MATCH) | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| Rehabilitation for Empowerment, Education and Work (RENEW) | $ 6,000.00 | $ 6,000.00 | $ 12,000.00 |
| General Training Funding | $ 5,000.00 | $ 5,000.00 | $ 10,000.00 |
| System Upgrade Funding | $ 15,000.00 | $ 15,000.00 | $ 30,000.00 |
| System of Care 2.0 | $ 5,300.00 | $ | $ 5,300.00 |
| First Episode Psychosis Programming | $ 60,000.00 | $ 60,000.00 | $ 120,000.00 |
| Community Behavioral Health Clinic (Stipends) | $ 43,829.00 | $ | $ 43,829.00 |
| Total | $2,509,399.00 | $2,455,270.00 | $4,964,669.00 |

7.3. Division for Children, Youth, and Families (DCYF) Consultation: The Contractor shall be reimbursed at a rate of ***$73.75*** per hour for a maximum of two (2) hours per month for each of the twelve (12) months in the fiscal year for services outlined in Exhibit B, Scope of Services, Division for Children, Youth, and Families (DCYF).

7.4. Rapid Response Crisis Services: The Department shall reimburse the Contractor only for those Crisis Services provided through designated Rapid Response teams to clients defined in Exhibit B, Scope of Services, Provision of Crisis Services. The Contractor shall bill and seek reimbursement for Rapid Response provided to individuals pursuant to this Agreement as follows:

7.4.1. Payment shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of this Agreement, and shall be in accordance with the approved line item, as specified in Exhibits C-1, Budget through Exhibit C-3, Budget.

7.4.2. Law enforcement is not an authorized expense.

7.4.3. Rapid Response Crisis Center Start up Funds: Payment for start-up period expenses incurred by the Contractor shall be made by the Department in an amount not to exceed **$1,000,000.** The total of all such payments shall not exceed the total expenses actually incurred by the Contractor for the start-up period. All Department payments to the Contractor for the start-up period shall be made on a cost reimbursement basis in accordance with Exhibit C-1, Budget.

7.5. Assertive Community Treatment Team (ACT) Adults: The Contractor shall be paid based on an activity and general payment as outlined below. Funds support programming and staffing defined in Exhibit B, Scope of Work, Adult Assertive Community Treatment (ACT) Teams.

| ACT Costs | INVOICE TYPE | TOTAL REIMBURSEMENT |
|---|---|---|
| Invoice based payments on invoice | Programmatic costs as outlined on invoice by month | $225,000 |
| ACT Enhancements | 1. ACT Incentives of $6,250 may be drawn down in December 2023 and May 2024 for active participation in COD Consultation. Evidence of active participation by the ACT team in the monthly consultations and skills training events conducted by the COD consultant will qualify for payment.<br><br>OR<br><br>2. ACT incentives may be drawn down upon completion of the SFY24 Fidelity Review. A total of $6,250 may be paid for a score of 4 or 5 on the Co-occurring Disorder Treatment Groups (S8) and the Individualized Substance Abuse Treatment (S7) fidelity measures. | $12,500 |

7.6. Child and Youth Based Programming and Team Based Approaches: Funding to support programming specified in Exhibit B, Scope of Services.

7.7. Behavioral Health Services Information System (BHSIS): BHSIS funds are available for data infrastructure projects or activities, depending upon the receipt of other funds and the criteria for use of those funds, as specified by the Department. Activities may include: costs associated with Phoenix and CANS/ANSA databases such as IT staff time for re-writing, testing, or validating data; software/training purchased to improve data collection; staff training for collecting new data elements.

7.8. MATCH: Funds to be used to support services and trainings outlined in Exhibit B, Scope of Services. The breakdown of this funding for SFY 2024 is outlined below.

| TRAC COSTS | CERTIFICATION OR RECERTIFICATION | TOTAL REIMBURSEMENT |
|---|---|---|
| $2,500 | $250/Person X 10 People = $2,500 | $5,000 |

7.9. RENEW Sustainability Continuation: The Department shall reimburse the Contractor for RENEW Activities Outlined in Exhibit B. Renew costs will be billed in association with each of the following items, not to exceed $6,000 annually. Funding can be used for staff training; training of new Facilitators; training for an Internal Coach; coaching IOD for Facilitators, Coach, and Implementation Teams; and travel costs.

7.10. General Training Funding: Funds are available to support any general training needs for staff. Focus should be on trainings needed to retain available in SFY 2023 current staff or trainings needed to obtain staff for vacant positions.

7.11. System Upgrade Funding: Funds are available to support software, hardware, and data upgrades to support items outlined in Exhibit B, Scope of Services, Data Reporting. Funds may also be used to support system upgrades to ensure accurate insurance billing occurs. Funds will be paid at a flat monthly rate of $1,250 upon successful submission and validation of monthly Phoenix reports with the Department.

7.12. System of Care 2.0: Funds are available in SFY 2024 to support a School Liaison position and associated program expenses as outlined in the below budget table.

| | |
|---|---|
| Clinical training for expansion of MATCH-ADTC (Modular Approach to Therapy for Children with Anxiety, Depression, Trauma, or Conduct Problems) program | $5,000.00 |
| Indirect Costs (not to exceed 6%) | $300.00 |
| **Total** | **$5,300.00** |

7.13. HOPE Program: Funding to support ongoing implementation and programming outlined in Exhibit B, Scope of Services, HOPE Program – Early Serious Mental Illness/First Episode Psychosis – Coordinated Specialty Care (ESMI/FEP-CSC). Invoice based payments for unbillable time and services delivered by the FEP/ESMI team. Invoices will only be processed upon receipt of outlined data reports and invoice shall reference contract budget line items.

7.14. Certified Community Behavioral Health Clinic (CCBHC) Planning: The Contractor shall participate in CCBHC planning activities that include co-learning and consultation with the state identified Consultation and Technical Assistance Planning Consultant; attend two (2) learning communities on a monthly basis; complete the CCBHC self-assessment tool as defined by the department; meet monthly with planning consultant for technical assistance. Funds are available through March 30, 2024.

7.15. Payment for each contracted service in the above table shall be made on a cost reimbursement basis only, for allowable expenses and in accordance with the Department approved individual program budgets.

8. Other.

8.1. Data Improvements: The contractor shall utilize SFY 2023 funds not to exceed $8,000 to improve data collection and reporting of functional reports to inform care. Payment shall be paid in two installments. Half upon completion of work and the balance upon demonstration of upgrades to the Department.

9. The Contractor shall provide its Revenue and Expense Budget within twenty (20) calendar days of the contract effective date.

9.1. The Contractor shall complete the Fiscal Year Revenue and Expense Budget on a form supplied by the Department, which shall include but not be limited to, all the Contractor's cost centers. If the Contractor's cost centers are a combination of several local cost centers, the Contractor shall display them separately as long as the cost center code is unchanged.

10. The Contractor shall provide quarterly Revenue and Expense Reports (Budget Form A), within thirty (30) calendar days after the end of each fiscal quarter, defined as July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30.

11. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

11.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

11.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

11.3. Identifies and requests payment for allowable costs incurred in the previous month.

11.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

11.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

11.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.dbhinvoicesmhs@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

12. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

13. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract Completion Date specified in Form P-37, General Provisions Block 1.7.

14. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

15. Audits

15.1. The Contractor must email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

15.1.1. Condition A - The Contractor expended $750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

15.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of $1,000,000 or more.

15.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

15.2. 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.

15.2.1. 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.

15.3. 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.

15.4. In addition to, and not in any way in limitation of obligations of the Agreement, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department all payments made under the Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| **Contractor Name:** | The Mental Health Center for Southern New Ha | |
| **Budget Request for:** | Mental Health Services (Rapid Response) | |
| **Budget Period** | 7/1/2022-6/30/2023 | |
| **Indirect Cost Rate (if applicable)** | 0 | |
| | | |
| **Line Item** | **Program Cost - Funded by DHHS** | **Program Cost - Contractor Share/ Match** |
| 1. Salary & Wages | $300,000 | $0 |
| 2. Fringe Benefits | $60,000 | $0 |
| 3. Consultants | $100,000 | $0 |
| 4. Equipment<br>Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200. | $500,000 | $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 | $40,000 | $0 |
| 6. Travel | $0 | $0 |
| 7. Software | $0 | $0 |
| 8. (a) Other - Marketing/ Communications | $0 | $0 |
| 8. (b) Other - Education and Training | $0 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,000,000 | $0 |
| | | |
| Total Indirect Costs | $0 | $0 |
| | | |
| **TOTAL** | $1,000,000 | $0 |

Contractor: VT (DS)



Date: 5/22/2023

Exhibit C-2 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| Contractor Name: | The Mental Health Center for Southern New Ha | |
| Budget Request for: | Mental Health Services (Rapid Response) | |
| Budget Period | 7/1/2023-6/30/2024 | |
| Indirect Cost Rate (if applicable) | 0.08159674 | |
| | | |
| Line Item | Program Cost - Funded by DHHS | Program Cost - Contractor Share/ Match |
| 1. Salary & Wages | $1,059,370 | $1,068,526 |
| 2. Fringe Benefits | $325,579 | $100,000 |
| 3. Consultants | $146,000 | $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 | $10,000 | $0 |
| 5.(e) Supplies Office | $2,000 | $0 |
| 6. Travel | $7,800 | $0 |
| 7. Software | $32,767 | $0 |
| 8. (a) Other - Marketing/ Communications | $3,000 | $0 |
| 8. (b) Other - Education and Training | $4,000 | $0 |
| 8. (c) Other - Other (specify below) | $12,083 | $0 |
| Other (please specify) | $177,320 | $0 |
| Other (please specify) | $46,080 | $0 |
| Other (please specify) | $23,119 | $0 |
| Other (please specify) | $0 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,849,118 | $1,168,526 |
| | | |
| Total Indirect Costs | $150,882 | $0 |
| | | |
| TOTAL | $2,000,000 | $1,168,526. |

Contractor: VT (DS)



Date: 5/22/2023

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Exhibit C-3 Budget

| New Hampshire Department of Health and Human Services | | |
|---|---|---|
| | | |
| Contractor Name: | The Mental Health Center for Southern New Ha | |
| Budget Request for: | Mental Health Services (Rapid Response) | |
| Budget Period | 7/1/2024-6/30/2025 | |
| Indirect Cost Rate (if applicable) | 0.081596155 | |
| | | |
| Line Item | Program Cost - Funded by DHHS | Program Cost - Contractor Share/ Match |
| 1. Salary & Wages | $1,046,603 | $1,145,130 |
| 2. Fringe Benefits | $338,347 | $100,000 |
| 3. Consultants | $146,000 | $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 | $10,000 | $0 |
| 5.(e) Supplies Office | $2,000 | $0 |
| 6. Travel | $7,800 | $0 |
| 7. Software | $32,767 | $0 |
| 8. (a) Other - Marketing/ Communications | $3,000 | $0 |
| 8. (b) Other - Education and Training | $4,000 | $0 |
| 8. (c) Other - Other (specify below) | $0 | $0 |
| Other (please specify) | $12,083 | $0 |
| Other (please specify) | $177,320 | $0 |
| Other (please specify) | $46,080 | $0 |
| Other (please specify) | $23,119 | $0 |
| 9. Subrecipient Contracts | $0 | $0 |
| Total Direct Costs | $1,849,119 | $1,245,130 |
| | | |
| Total Indirect Costs | $150,881 | $0 |
| | | |
| TOTAL | $2,000,000 | $1,245,130 |

Contractor: VT (DS)

SS-2024-DBH-01-MENTA-10

Date: 5/22/2023

## CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS**
**US DEPARTMENT OF EDUCATION - CONTRACTORS**
**US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
   1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
   1.2. Establishing an ongoing drug-free awareness program to inform employees about
      1.2.1. The dangers of drug abuse in the workplace;
      1.2.2. The grantee's policy of maintaining a drug-free workplace;
      1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
      1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
   1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
   1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
      1.4.1. Abide by the terms of the statement; and
      1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
   1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted

1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check ☐ if there are workplaces on file that are not identified here.

Vendor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

New Hampshire Department of Health and Human Services
Exhibit E

## CERTIFICATION REGARDING LOBBYING

The Vendor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):
*Temporary Assistance to Needy Families under Title IV-A
*Child Support Enforcement Program under Title IV-D
*Social Services Block Grant Program under Title XX
*Medicaid Program under Title XIX
*Community Services Block Grant under Title VI
*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Vendor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

## CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower-tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



Contractor Initials VT

Date 5/22/2023

information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
    11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
    11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
    11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
    11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
    13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
    13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

## CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;

- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;

- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);

- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;

- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;

- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;

- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;

- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;

- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

New Hampshire Department of Health and Human Services
Exhibit H

## CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo





## HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions**.

a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.

d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.

e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.

f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.

g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.

h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.

i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).

j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Contractor Initials VT

Date 5/22/2023

l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.

m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.

o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.

p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH
Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.

b. Business Associate may use or disclose PHI:
   I. For the proper management and administration of the Business Associate;
   II. As required by law, pursuant to the terms set forth in paragraph d. below; or
   III. For data aggregation purposes for the health care operations of Covered Entity.

c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.

d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.

b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:

- The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
- The unauthorized person used the protected health information or to whom the disclosure was made;
- Whether the protected health information was actually acquired or viewed
- The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.

d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.

e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.

g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.

h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.

j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.

k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.

l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.

b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.

c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.

b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.

c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.

d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| | |
|---|---|
| Department of Health and Human Services, The State | clm Name of the Contractor |
| Katja S. Fox | Vic Topo |
| 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 |
| 5/24/2023 | 5/22/2023 |
| Date | Date |

**New Hampshire Department of Health and Human Services**
**Exhibit J**

## CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than $25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of $25,000 or more. If the initial award is below $25,000 but subsequent grant modifications result in a total award equal to or over $25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (UEI #)
10. Total compensation and names of the top five executives if;
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: clm

5/22/2023
Date

DocuSigned by:
Vic Topo
Name: Vic Topo
Title: ceo

## FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The UEI (SAM.gov) number for your entity is: Z6BDN7127Z4

2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) $25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

   X NO _____ YES

   If the answer to #2 above is NO, stop here

   If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

   _____ NO _____ YES

   If the answer to #3 above is YES, stop here

   If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

# New Hampshire Department of Health and Human Services

## Exhibit K

## DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.

2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

3. "Confidential Information" or "Confidential Data" means all non-public information owned, managed, created, received for or on behalf of, the Department that is protected by information security, privacy or confidentiality rules, Agreement and state and federal laws or policy. This information may include but is not limited to, derivative data, Protected Health Information (PHI), Personally Identifiable Information (PII), Substance Use Disorder Information (SUD), Federal Tax Information, Social Security Administration, and CJIS (Criminal Justice Information Services) data, including the copy of information submitted known as the Phoenix Data. Confidential Information or Confidential Data shall not include medical records produced and maintained by the contractor in the course of their practice or information owned by the patient/client. Contractor shall be solely responsible for the administration and secure maintenance of such medical and other records produced and maintained by the contractor."End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives Confidential Data in accordance with the terms of this Contract.

4. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

5. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

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