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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
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Lori A. Shibinette
Commissioner

Katja S. Fox
Director

June 18, 2021

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 amend existing **Retroactive** contracts with the vendors listed below to continue providing supported housing to people who have serious mental illness and lack permanent housing options in the community, by exercising contract renewal options by increasing the total price limitation by $6,285,780 from $9,998,650 to $16,284,430 and extending the completion dates from June 30, 2021 to June 30, 2022 effective retroactive to July 1, 2021, upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, item #14 and most recently amended with Governor and Council approval on December 2, 2020, item #13.

Vendor Name	Current Individual Vendor Price Limitation *(without shared portion)*	Current Shared Price Limitation	Current Individual Vendor Price Limitation *(includes shared portion)*	Increase (Decrease) to Individual Vendor Price Limitation	Increase Shared Price Limitation	Revised Individual Price Limitation *(includes shared portion)*
Northern Human Services	$161,533	Total Current Shared Price Limitation $7,288,975	$ 7,450,508	$ 93,472	Total shared Price Limitation $ 4,486,300	$12,030,280
West Central Services, Inc. (d/b/a West Central)	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Lakes Region Mental Health Center, Inc. (dba Genesis)	$506,655		$ 7,795,630	$ 438,594		$12,720,524
Riverbend Community Mental Health Center, Inc.	$408,605		$ 7,697,580	$ 266,477		$12,450,357
Monadnock Family Services	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Community Council of Nashua, N.H.	$416,612		$ 7,705,587	$ 267,100		$12,458,987

d/b/a Greater Nashua Mental Health						
The Mental Health Center of Greater Manchester, Inc.	$408,605		$ 7,697,580	$ 266,477		$12,450,357
Seacoast Mental Health Center, Inc.	$161,533		$ 7,450,508	$ 93,472		$12,030,280
Behavioral Health & Developmental Services of Strafford County, d/b/a Community Partners of Strafford County	$161,533		$ 7,450,508	$ 93,472		$12,030,280
The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management	$161,533		$ 7,450,508	$ 93,472		$12,030,280
TOTALS	**$2,709,675**	**$7,288,975**	**$9,998,650**	**$1,799,480**	**$4,486,300**	**$16,284,430**

Funds in the following account are anticipated to be available in State Fiscal Year 2022, 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 **Retroactive** because the Department did not have the fully executed contract documents in time for Governor and Executive Council approval to prevent the current contracts from expiring.

The Department contracts for services through the Community Mental Health Centers, which are designated by the Department, to serve the towns and cities within a designated geographic region, as outlined in NH Revised Statutes Annotated (RSA) 135-C, and NH Administrative Rule He-M 403. Through this Agreement, the Community Mental Health Centers will continue to provide direct services to individuals with severe mental illness who are in need of stable housing through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to continue support for housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban development's Section 811 Project Rental Assistance Program, and to continue the Integrative Housing Voucher Program.

Approximately 525 individuals will be served from July 1, 2021 to June 30, 2022.

Community Mental Health Centers will continue providing services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support and case management services, bridging the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher.

The average wait time for a Housing Choice Voucher is nine (9) to 11 years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years. Services are provided within individual's home communities and include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Department will continue monitoring contracted services using the following performance measures:

- Percentage of individuals receiving housing services as requested within 14 days of referral.
- Percentage of individuals housed within 30 days of referral.
- Percentage of individuals who remain in stable housing for one (1) year or longer.
- Percentage of complaints regarding services that are investigated and closed within 15 days of receipt of the complaint.
- Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 one (1) of the four (4) years available.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Corrections will not have the resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

Department of Health and Human Services
FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$438,594	$0	$438,594
2022	102/500731	Contracts for Program Services	92204117	$0	$438,594	$438,594
		Sub-total		$506,655	$438,594	$945,249

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$267,100	$0	$267,100
2022	102/500731	Contracts for Program Services	92204117	$0	$267,100	$267,100
		Sub-total		$416,612	$267,100	$683,712

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$266,477	$0	$266,477
2022	102/500731	Contracts for Program Services	92204117	$0	$266,477	$266,477
		Sub-total		$408,605	$266,477	$675,082

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$93,472	$0	$93,472
2022	102/500731	Contracts for Program Services	92204117	$0	$93,472	$93,472
		Sub-total		$161,533	$93,472	$255,005
		Total Family Support Services		***$2,709,675***	***$1,799,480***	***$4,509,155***

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$4,486,300	$0	$4,486,300
2022	102/500731	Contracts for Program Services	92234117	$0	$4,486,300	$4,486,300
		Sub-total		$7,288,975	$4,486,300	$11,775,275
		Grand Total		***$9,998,650***	***$6,285,780***	***$16,284,430***

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

This Amendment to the Housing Bridge Subsidy Program 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 August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), 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, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022.

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

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does .

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and

Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 or upon Governor and Executive 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

6/15/2021
Date

DocuSigned by:
Katja Fox
ED0D05B04C83443...
Name: Katja Fox
Title: Director

Northern Human Services

6/15/2021
Date

DocuSigned by:
Madelene Costello
D340F46DC2E34DE...
Name: Madelene Costello
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

6/15/2021
Date

DocuSigned by:
Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

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

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

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

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

5.2. The Contractor shall notify the Department, in writing, each month of:

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

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 16,543	$ -	$ 16,543	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		$ -							

Contractor Initials CMC

Date 6/15/2021

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, 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 : **0005348730**

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. **2021**.

William M. Gardner

Secretary of State

Certificate of Authority # 1 *(Corporation, Non-Profit Corporation)*

Corporate Resolution

I, James Salmon, hereby certify that I am duly elected Clerk/Secretary/Officer of
(Name)
Northern Human Services. I hereby certify the following is a true copy of a vote taken at
(Name of Corporation)
a meeting of the Board of Directors/shareholders, duly called and held on January 25, 2021,
at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Madelene Costello, President or Dorothy Borchers, Vice President is
(Name and Title)
duly authorized to enter into contracts or agreements on behalf of
Northern Human Services with the State of New Hampshire and any of
(Name of Corporation)
its agencies or departments and further is authorized to execute any documents
which may in his/her judgment be desirable or necessary to effect the purpose of
this vote.

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

DATED: Jun 9, 2021 **ATTEST:** _____
(James Salmon, Treasurer)

Client#: 1010836 NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 04/01/2021

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.skehan
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Christine.skehan@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Insurance Company	32204
INSURER B :	
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			PHPK2255726	03/31/2021	03/31/2022	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$5,000
							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			PHPK2255722	03/31/2021	03/31/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X 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)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB761993	03/31/2021	03/31/2022	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? (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Profession Liab			PHPK2255726	03/31/2021	03/31/2022	$1,000,000/$3,000,000	
A	Physician Prof			PHPK2255726	03/31/2021	03/31/2022	$1,000,000/$3,000,000	

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

CERTIFICATE HOLDER

State of NH Department of Health
and Human Services (DHHS)
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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CASCA

Client#: 1010836 NORTHHUM

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/06/2020

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.

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PRODUCER	CONTACT NAME: Christine.Skehan
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: Christine.Skehan@usi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : NH Employers Insurance Company	13083
INSURER B :	
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	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N / N/A If yes, describe under DESCRIPTION OF OPERATIONS below			ECC60040004322020A	09/30/2020	09/30/2021	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 (DHHS)
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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BYPZP

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, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

NORTHERN HUMAN SERVICES, INC.

JUNE 30, 2020 AND 2019

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

To the Board of Directors of
Northern Human Services, Inc.
Conway, New Hampshire

INDEPENDENT AUDITORS' REPORT

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, 2020 and 2019, 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, 2020.

Management's Responsibility 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.

Auditors' Responsibility
Our responsibility is to express an opinion on these financial statements based on our audit. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion
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, 2020 and 2019, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information
We have previously audited Northern Human Services, Inc.'s June 30, 2019 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 22, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters
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 26 – 34 and schedule of expenditures of federal awards on page 35, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, 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 information is 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 20, 2021, 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.

Leone, McDonnell & Roberts
Professional Association

January 20, 2021
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

ASSETS

	2020	2019
CURRENT ASSETS		
Cash and cash equivalents, undesignated	$ 13,898,376	$ 11,282,632
Cash and cash equivalents, board designated	318,202	318,202
Accounts receivable, less allowance of $311,000 and $328,000 for 2020 and 2019, respectively	2,431,296	1,965,991
Grants receivable	515,878	227,519
Assets, limited use	724,596	501,911
Prepaid expenses and deposits	193,859	295,077
Total current assets	18,082,207	14,591,332
PROPERTY AND EQUIPMENT, NET	261,407	364,455
OTHER ASSETS		
Investments	2,064,316	1,966,886
Cash value of life insurance	452,278	432,585
Total other assets	2,516,594	2,399,471
Total assets	$ 20,860,208	$ 17,355,258

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable and accrued expenses	$ 1,589,607	$ 490,183
Accrued payroll and related liabilities	1,522,001	1,506,716
Compensated absences payable	794,893	743,136
Other grants payable	187,352	112,182
Refundable advances	132,500	197,017
Deferred revenue	101,857	431,341
Refundable advances, maintenance of effort	339,562	391,458
Client funds held in trust	397,289	169,364
Due to related party	58,112	48,423
Total liabilities	5,123,173	4,089,820
NET ASSETS		
Net assets without donor restrictions		
Undesignated	15,162,607	12,691,772
Board designated	318,202	318,202
Total net assets without donor restrictions	15,480,809	13,009,974
Net assets with donor restrictions	256,226	255,464
Total net assets	15,737,035	13,265,438
Total liabilities and net assets	$ 20,860,208	$ 17,355,258

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Summarized
PUBLIC SUPPORT				
State and federal grants	$ 2,169,389	$ -	$ 2,169,389	$ 1,131,728
Other public support	591,205	-	591,205	603,307
Local and county support	405,607	-	405,607	442,733
Donations	22,671	-	22,671	26,990
Total public support	3,188,872	-	3,188,872	2,204,758
REVENUES				
Program service fees	41,907,391	-	41,907,391	38,997,170
Production income	327,416	-	327,416	456,617
Other revenues	266,938	-	266,938	382,737
Total revenues	42,501,745	-	42,501,745	39,836,524
Total public support and revenues	45,690,617	-	45,690,617	42,041,282
EXPENSES				
Program Services:				
Mental health	11,370,057	-	11,370,057	11,010,994
Developmental services	25,774,536	-	25,774,536	24,129,392
Total program services	37,144,593	-	37,144,593	35,140,386
General management	6,283,048	-	6,283,048	5,128,004
Total expenses	43,427,641	-	43,427,641	40,268,390
EXCESS OF PUBLIC SUPPORT AND REVENUES OVER EXPENSES	2,262,976	-	2,262,976	1,772,892
NON-OPERATING INCOME				
Investment return	113,984	-	113,984	93,900
Gain on sale of property	3,500	-	3,500	-
Change in cash value of life insurance	19,693	-	19,693	18,808
Interest income	69,233	2,211	71,444	92,269
Net assets released from restrictions	1,449	(1,449)	-	-
Total non-operating income	207,859	762	208,621	204,977
Change in net assets	2,470,835	762	2,471,597	1,977,869
NET ASSETS, BEGINNING OF YEAR	13,009,974	255,464	13,265,438	11,287,569
NET ASSETS, END OF YEAR	$ 15,480,809	$ 256,226	$ 15,737,035	$ 13,265,438

See Notes to Financial Statements.

NORTHERN HUMAN SERVICES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 2,471,597	$ 1,977,869
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	181,884	203,721
Unrealized (gain) loss on investments	(9,790)	30,002
Realized gain on investments	(57,410)	(81,524)
Gain on sale of property	(3,500)	-
Change in cash value of life insurance	(6,288)	(6,129)
(Increase) decrease in assets:		
Accounts receivable	(465,305)	(534,267)
Grants receivable	(288,359)	(123,775)
Assets, limited use	(222,685)	118,040
Prepaid expenses and deposits	101,218	(814)
Increase (decrease) in liabilities:		
Accounts payable and accrued expenses	1,099,424	119,731
Accrued payroll and related liabilities	15,285	(204,854)
Compensated absences payable	51,757	39,110
Other grants payable	75,170	42,381
Refundable advances	(64,517)	(140,909)
Deferred revenue	(329,484)	315,656
Refundable advances, maintenance of effort	(51,896)	(580,064)
Client funds held in trust	227,925	(125,503)
Due to related party	9,689	3,734
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,734,715	1,052,405
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchases of property	(83,336)	(40,833)
Proceeds from sale of property	8,000	-
Purchases of investments	(302,115)	(449,908)
Proceeds from sales of investments	318,669	457,019
Reinvested dividends	(46,784)	(42,378)
Change in cash value of life insurance	(13,405)	(12,679)
NET CASH USED IN INVESTING ACTIVITIES	(118,971)	(88,779)
NET INCREASE IN CASH AND CASH EQUIVALENTS	2,615,744	963,626
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	11,600,834	10,637,208
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 14,216,578	$ 11,600,834

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2020 Total	2019 Summarized
EXPENSES						
Salaries and wages	$ 7,256,309	$ 7,288,247	$ 14,544,556	$ 3,803,080	$ 18,347,636	$ 18,504,225
Employee benefits	1,443,451	2,006,173	3,449,624	862,879	4,312,503	4,031,156
Payroll taxes	511,611	505,954	1,017,565	242,248	1,259,813	1,297,577
Client wages	108,499	98,994	207,493	-	207,493	266,295
Professional fees	206,342	13,952,776	14,159,118	770,902	14,930,020	11,428,062
Staff development and training	19,191	19,969	39,160	5,295	44,455	69,802
Occupancy costs	604,577	510,258	1,114,835	183,890	1,298,725	1,306,350
Consumable supplies	196,136	206,721	402,857	59,328	462,185	515,745
Equipment expenses	105,910	141,286	247,196	45,942	293,138	302,932
Communications	131,115	118,675	249,790	47,935	297,725	283,129
Travel and transportation	189,477	646,801	836,278	30,874	867,152	1,100,741
Assistance to individuals	1,961	77,038	78,999	140	79,139	113,138
Insurance	51,989	73,139	125,128	27,835	152,963	150,487
Membership dues	24,205	16,785	40,990	87,476	128,466	127,194
Bad debt expense	508,139	108,562	616,701	-	616,701	750,495
Other expenses	11,145	3,158	14,303	115,224	129,527	21,062
Total expenses	$ 11,370,057	$ 25,774,536	$ 37,144,593	$ 6,283,048	$ 43,427,641	$ 40,268,390

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Adult Outpatient	Outpatient Contracts	Children and Adolescents
EXPENSES				
Salaries and wages	$ 305,785	$ 895,118	$ 277,034	$ 845,154
Employee benefits	51,579	117,088	55,526	146,560
Payroll taxes	21,592	60,436	19,730	59,273
Client wages	-	-	-	-
Professional fees	15,807	21,234	7,117	32,118
Staff development and training	885	6,337	728	3,136
Occupancy costs	30,785	56,343	19,900	44,634
Consumable supplies	15,456	11,165	3,185	10,122
Equipment expenses	8,260	9,410	3,201	7,617
Communications	22,116	19,573	2,874	9,403
Travel and transportation	48	1,588	4,351	23,661
Assistance to individuals	57	70	-	375
Insurance	3,556	7,493	2,719	6,053
Membership dues	2,277	4,753	1,350	4,675
Bad debt expense	10,441	67,115	301	24,825
Other expenses	64	130	646	187
Total expenses	$ 488,708	$ 1,277,853	$ 398,662	$ 1,217,793

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Emergency Services	Other Non-BBH	Integrated Health Grant	Bureau of Drug & Alcohol Services
EXPENSES				
Salaries and wages	$ 505,435	$ 283,877	$ 28,654	$ 134,646
Employee benefits	93,382	67,793	4,005	25,594
Payroll taxes	34,701	19,752	2,206	9,531
Client wages	-	-	-	-
Professional fees	11,933	9,757	11,273	1,282
Staff development and training	778	2,067	-	761
Occupancy costs	29,465	13,355	32,920	4,227
Consumable supplies	5,302	3,872	16,827	635
Equipment expenses	7,086	2,270	320	636
Communications	24,475	2,340	-	639
Travel and transportation	1,145	7,452	239	491
Assistance to individuals	47	6	-	-
Insurance	4,062	1,675	-	569
Membership dues	1,270	567	-	884
Bad debt expense	29,523	1,242	-	4,566
Other expenses	52	40	-	7
Total expenses	$ 748,656	$ 416,065	$ 96,444	$ 184,468

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
EXPENSES				
Salaries and wages	$ 249,297	$ 144,044	$ 50,325	$ 801,809
Employee benefits	43,679	33,545	13,087	163,766
Payroll taxes	17,304	14,036	3,796	57,497
Client wages	-	49,568	-	-
Professional fees	3,125	3,251	902	20,513
Staff development and training	696	108	8	578
Occupancy costs	-	12,105	2,288	44,080
Consumable supplies	2,532	3,870	19,248	11,920
Equipment expenses	6,233	2,020	622	9,417
Communications	2,911	1,827	239	8,461
Travel and transportation	5,482	10,523	-	41,138
Assistance to individuals	-	-	-	63
Insurance	-	1,312	474	6,908
Membership dues	-	419	148	2,263
Bad debt expense	1,598	1,772	4,400	151,290
Other expenses	8,859	580	7	171
Total expenses	$ 341,716	$ 278,980	$ 95,544	$ 1,319,874

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Bridge Grant	Victims of Crime Act Program
EXPENSES				
Salaries and wages	$ 641,565	$ 749,341	$ 36,098	$ 377,776
Employee benefits	173,092	200,077	6,857	68,157
Payroll taxes	45,567	52,339	2,599	24,593
Client wages	-	-	-	-
Professional fees	15,281	5,383	570	8,559
Staff development and training	463	61	221	1,480
Occupancy costs	39,828	43,829	117,842	22,749
Consumable supplies	12,497	27,012	1,075	4,227
Equipment expenses	7,698	10,894	131	3,878
Communications	6,425	11,231	-	3,524
Travel and transportation	41,185	4,565	1,991	6,297
Assistance to individuals	684	624	-	21
Insurance	6,671	2,134	-	3,114
Membership dues	2,123	645	-	972
Bad debt expense	52,421	13,832	-	8,403
Other expenses	164	91	-	39
Total expenses	$ 1,045,664	$ 1,122,058	$ 167,384	$ 533,789

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	Other Mental Health Programs	Total Mental Health Programs	2019 Summarized
EXPENSES				
Salaries and wages	$ 877,567	$ 52,784	$ 7,256,309	$ 6,877,783
Employee benefits	169,573	10,091	1,443,451	1,347,375
Payroll taxes	58,250	8,409	511,611	485,191
Client wages	-	58,931	108,499	126,389
Professional fees	37,016	1,221	206,342	232,781
Staff development and training	843	41	19,191	25,417
Occupancy costs	66,852	23,375	604,577	534,882
Consumable supplies	8,038	39,153	196,136	210,246
Equipment expenses	6,331	19,886	105,910	108,075
Communications	7,288	7,789	131,115	124,747
Travel and transportation	35,310	4,011	189,477	248,647
Assistance to individuals	14	-	1,961	3,676
Insurance	4,964	285	51,989	53,176
Membership dues	1,771	88	24,205	27,022
Bad debt expense	135,984	426	508,139	604,579
Other expenses	47	61	11,145	1,008
Total expenses	$ 1,409,848	$ 226,551	$ 11,370,057	$ 11,010,994

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Service Coordination	School District Contracts	Day Programs	Early Supports & Services	Independent Living Services
EXPENSES					
Salaries and wages	$ 611,199	$ 62,146	$ 2,706,030	$ 474,436	$ 86,624
Employee benefits	173,293	10,827	910,093	85,514	19,059
Payroll taxes	41,854	4,497	194,832	34,127	6,481
Client wages	-	-	87,760	-	-
Professional fees	188,830	257	151,700	162,415	17,303
Staff development and training	862	20	3,463	3,459	167
Occupancy costs	47,971	1,916	244,066	10,098	4,459
Consumable supplies	12,294	574	56,198	7,432	865
Equipment expenses	6,925	465	87,752	3,955	1,160
Communications	4,605	230	40,746	18,682	721
Travel and transportation	17,314	1,399	431,982	74,034	2,204
Assistance to individuals	1	-	25,799	45	-
Insurance	5,769	458	31,646	4,378	1,090
Membership dues	16	4	11,587	97	3
Bad debt expense	-	-	4,203	93,990	7,099
Other expenses	396	6	1,960	55	30
Total expenses	$ 1,111,329	$ 82,799	$ 4,989,817	$ 972,717	$ 147,265

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2020
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	$ 1,897,667	$ -	$ 227,899	$ 834,567	$ 15,082
Employee benefits	502,042	-	64,731	155,677	4,309
Payroll taxes	135,041	-	16,066	45,411	1,060
Client wages	11,155	-	79	-	-
Professional fees	3,428,066	1,773,295	21,881	1,331,284	1,576,834
Staff development and training	8,694	-	387	1,547	58
Occupancy costs	132,775	-	41,130	3,903	1,613
Consumable supplies	93,846	-	10,528	4,241	10,707
Equipment expenses	28,300	-	2,007	7,043	358
Communications	27,319	-	4,476	16,664	175
Travel and transportation	50,755	-	4,903	54,024	-
Assistance to individuals	461	-	1,093	25,940	515
Insurance	16,029	-	2,292	7,540	316
Membership dues	91	-	3	4,176	-
Bad debt expense	3,270	-	-	-	-
Other expenses	536	-	29	96	4
Total expenses	$ 6,336,047	$ 1,773,295	$ 397,504	$ 2,492,113	$ 1,611,031

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2019 Summarized
EXPENSES				
Salaries and wages	$ 18,056	$ 354,541	$ 7,288,247	$ 8,271,846
Employee benefits	10,260	70,368	2,006,173	1,938,195
Payroll taxes	1,186	25,399	505,954	586,023
Client wages	-	-	98,994	139,906
Professional fees	130,609	5,170,302	13,952,776	10,927,612
Staff development and training	51	1,261	19,969	20,925
Occupancy costs	1,111	21,216	510,258	570,870
Consumable supplies	323	9,713	206,721	240,950
Equipment expenses	300	3,021	141,286	159,725
Communications	173	4,884	118,675	116,259
Travel and transportation	899	9,287	646,801	809,689
Assistance to individuals	-	23,184	77,038	108,288
Insurance	269	3,352	73,139	72,670
Membership dues	-	808	16,785	18,036
Bad debt expense	-	-	108,562	145,916
Other expenses	3	43	3,158	2,482
Total expenses	$ 163,240	$ 5,697,379	$ 25,774,536	$ 24,129,392

See Notes to Financial Statements

NORTHERN HUMAN SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

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, 2020 and 2019, 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, 2019, 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 (tax years ending June 30, 2018 – 2020), and has concluded that no additional provision for income tax is required in Northern Human Services' financial statements.

New Accounting Pronouncement
During the year, the Organization adopted the provisions of FASB ASU 2018-08, Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction and would follow the guidance under ASU 2014-09 (FASB ASC Topic 606). If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the year ending June 30, 2020 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

2. AVAILABILITY AND LIQUIDITY

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

	2020	2019
Financial assets at year end:		
Cash and cash equivalents	$ 14,243,428	$ 11,600,834
Accounts receivable, net	2,431,296	1,965,991
Grants receivable	515,878	227,519
Assets, limited use	697,746	501,911
Investments	2,064,316	1,966,886
Cash value of life insurance	452,278	432,585
Total financial assets	20,404,942	16,695,726
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	397,289	169,364
Net assets with donor restrictions	256,226	255,464
Total amounts not available within one year	971,717	743,030
Financial assets available to meet general expenditures over the next twelve months	$ 19,433,225	$ 15,952,696

The Organization's goal is generally to maintain financial assets to meet 120 days of operating expenses (approximately $14,100,000).

3. ASSETS, LIMITED USE

As of June 30, 2020 and 2019, assets, limited use consisted of the following:

	2020	2019
Donor restricted cash	$ 256,226	$ 255,464
Client funds held in trust	370,403	170,366
Employee benefits	71,117	76,081
Total assets, limited use	$ 697,746	$ 501,911

4. PROPERTY AND DEPRECIATION

As of June 30, 2020 and 2019, property and equipment consisted of the following:

	2020	2019
Vehicles	$ 633,548	$ 647,048
Equipment	2,779,836	2,696,501
Total property and equipment	3,413,384	3,343,549
Less accumulated depreciation	3,151,977	2,979,094
Property and equipment, net	$ 261,407	$ 364,455

Depreciation expense totaled $181,884 and $203,721 for the years ended June 30, 2020 and 2019, 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, 2020 and 2019:

	2020		2019	
	Fair Value	Cost	Fair Value	Cost
Money Market Funds	$ 51,642	$ 51,642	$ 19,601	$ 19,601
Mutual Funds:				
Domestic equity funds	721,852	649,349	690,460	599,516
International equity funds	305,407	298,585	302,374	289,349
Fixed income funds	949,227	900,785	901,146	882,426
Other mutual funds	36,188	39,192	53,305	58,506
Total	$ 2,064,316	$ 1,939,553	$ 1,966,886	$ 1,849,398

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.

	2020	2019
Components of Investment Return:		
Interest and dividends	$ 46,784	$ 42,378
Unrealized gains (losses) on investments	9,790	(30,002)
Realized gains on investments	57,410	81,524
	$ 113,984	$ 93,900

Investment management fees for the years ended June 30, 2020 and 2019 were $15,350 and $14,064, 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, 2020 and 2019.

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, 2020 and 2019.

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.

Life Insurance: The surrender value of life insurance is valued at the cash value guaranteed to the policyowner upon cancellation of the life insurance policy. The surrender value is the value of investments less any surrender charges.

The table below segregates all financial assets and liabilities as of June 30, 2020 and 2019 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:

	2020			
	Level 1	Level 2	Level 3	Total
Money Market Funds	$ 51,642	$ -	$ -	$ 51,642
Mutual Funds				
Domestic equity funds	721,852	-	-	721,852
International equity funds	305,407	-	-	305,407
Fixed income funds	949,227	-	-	949,227
Other funds	36,188	-	-	36,188
Cash Value of Life Insurance	-	452,278	-	452,278
Total investments at fair value	$ 2,064,316	$ 452,278	$ -	$ 2,516,594

	2019			
	Level 1	Level 2	Level 3	Total
Money Market Funds	$ 19,601	$ -	$ -	$ 19,601
Mutual Funds				
Domestic equity funds	690,460	-	-	690,460
International equity funds	302,374	-	-	302,374
Fixed income funds	901,146	-	-	901,146
Other funds	53,305	-	-	53,305
Cash Value of Life Insurance	-	432,585	-	432,585
Total investments at fair value	$ 1,966,886	$ 432,585	$ -	$ 2,399,471

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 $422,993 and $276,510 for the years ended June 30, 2020 and 2019, 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, 2020 and 2019. At June 30, 2020 and 2019, cash balances in excess of FDIC coverage aggregated $14,030,868 and $11,239,183, respectively. 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, 2020 and 2019, approximately 87% of the total revenue was derived from Medicaid. 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 through August 2021.

Medicaid receivables comprise approximately 87% and 75% of the total accounts receivable balances at June 30, 2020 and 2019, respectively.

10. LEASE COMMITMENTS

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. Rent expense under these agreements aggregated $1,030,701 and $901,993 for the years ended June 30, 2020 and 2019, respectively.

The approximate future minimum lease payments on the above leases as of June 30, 2020 is as follows:

Year Ending June 30	Amount
2021	$ 941,622
2022	38,973
Total	$ 980,595

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

At June 30, 2020 and 2019, the Organization had a due to Shallow River balance in the amount of $58,112 and $48,423, 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 and $766,575 for the years ended June 30, 2020 and 2019, respectively. The Organization also leases space from a board member for $1,000 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, 2020 and 2019.

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 in order to maintain its 501(c)(2) tax-exempt status with the Internal Revenue Service. At June 30, 2020 and 2019, Shallow River did not make a donation to the Organization but retained its surplus of $254,448 and $246,624, respectively, due to future plans of acquiring a new building and for use in future renovation projects and maintenance costs.

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, 2020 and 2019, the outstanding capitated payment liability totaled $339,562 and $391,458, 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, 2020 and 2019, net assets with donor restrictions consisted of the following:

	2020	2019
Certificates of Deposit – Memorial Fund	$ 252,417	$ 252,417
Dream Team Fund	2,962	2,832
Income earned on the Memorial Fund	847	215
Total net assets with donor restrictions	$ 256,226	$ 255,464

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, 2020 and 2019, the endowment was entirely composed of net assets with donor restrictions.

Changes in endowment net assets (at fair value) as of June 30, 2020 and June 30, 2019 were as follows:

	2020	2019
Certificates of deposit, beginning of year	$ 252,417	$ 252,417
Interest income	631	555
Withdrawals	(631)	(555)
Certificates of deposit end of year	$ 252,417	$ 252,417

16. LONG TERM CARE STABILIZATION PROGRAM

In response to COVID-19, in April 2020, the State of New Hampshire established the Long Term Care Stabilization (LTCS) Program to provide stipends to certain front line Medicaid providers. The program was developed to incentivize these direct care workers to remain in or rejoin this critical workforce and continue to provide high quality care to vulnerable persons during the pandemic. Under the program, the New Hampshire Department of Employment Security (NHES) would distribute $300 per week in stipends to full time qualifying front line workers and $150 per week in stipends to part time qualifying front line workers. The funding for the LTCS Program was provided through the Coronavirus Relief Fund. During the year ended June 30, 2020, the Organization received grant revenue of $792,055 and expended $792,055 under the grant through payroll and subcontractor expenses. During its initial implementation, the program ran from April 2020 through July 31, 2020. Subsequent to year end, in November 2020, the program was reinstated.

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. OTHER EVENTS

The impact of the novel coronavirus (COVID-19) and measures to prevent its spread are affecting the Organization. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. As of January 20, 2021, due to the measures put in place to prevent the spread of COVID-19 we are unable to estimate the future performance of the Organization.

19. 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 January 20, 2021, the date the June 30, 2020 financial statements were available for issuance. See Note 18 regarding COVID-19 information.

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
TOTALS FOR ALL PROGRAMS

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Mental Health	Developmental Services	Subtotals	General Management	2020 Total	2019 Summarized
REVENUES						
Program service fees:						
Client fees	$ 572,870	$ 24,870	$ 597,740	$ -	$ 597,740	$ 778,251
Residential fees	69,223	221,166	290,389	-	290,389	322,703
Blue Cross	182,887	36,243	219,130	-	219,130	213,324
Medicaid	12,177,461	27,575,809	39,753,270	-	39,753,270	36,728,974
Medicare	527,140	-	527,140	-	527,140	491,840
Other insurance	315,887	62,045	377,932	-	377,932	321,906
Local educational authorities	-	128,424	128,424	-	128,424	130,058
Vocational rehabilitation	5,500	7,277	12,777	-	12,777	8,974
Other program fees	589	-	589	-	589	1,140
Production/service income	194,429	132,987	327,416	-	327,416	456,617
Public support:						
Local/county government	403,207	2,400	405,607	-	405,607	442,733
Donations/contributions	2,810	17,512	20,322	2,349	22,671	26,990
Other public support	312,719	-	312,719	-	312,719	343,307
Bureau of Developmental Services and Bureau of Behavioral Health	890,611	296,362	1,186,973	-	1,186,973	848,453
Other federal and state funding:						
HUD	75,565	-	75,565	-	75,565	129,535
Other	109,947	-	109,947	796,904	906,851	153,740
Private foundation grants	273,486	-	273,486	5,000	278,486	260,000
Other revenues	89,605	66,433	156,038	110,900	266,938	382,737
Total revenues	16,203,936	28,571,528	44,775,464	915,153	45,690,617	42,041,282
EXPENSES						
Salaries and wages	$ 7,256,309	$ 7,288,247	$ 14,544,556	$ 3,803,080	$ 18,347,636	$ 18,504,225
Employee benefits	1,443,451	2,006,173	3,449,624	862,879	4,312,503	4,031,156
Payroll taxes	511,611	505,954	1,017,565	242,248	1,259,813	1,297,577
Client wages	108,499	98,994	207,493	-	207,493	266,295
Professional fees	206,342	13,952,776	14,159,118	770,902	14,930,020	11,428,062
Staff development and training	19,191	19,969	39,160	5,295	44,455	69,802
Occupancy costs	604,577	510,258	1,114,835	183,890	1,298,725	1,306,350
Consumable supplies	196,136	206,721	402,857	59,328	462,185	515,745
Equipment expenses	105,910	141,286	247,196	45,942	293,138	302,932
Communications	131,115	118,675	249,790	47,935	297,725	283,129
Travel and transportation	189,477	646,801	836,278	30,874	867,152	1,100,741
Assistance to individuals	1,961	77,038	78,999	140	79,139	113,138
Insurance	51,989	73,139	125,128	27,835	152,963	150,487
Membership dues	24,205	16,785	40,990	87,476	128,466	127,194
Bad debt expense	508,139	108,562	616,701	-	616,701	750,495
Other expenses	11,145	3,158	14,303	115,224	129,527	21,062
Total expenses	11,370,057	25,774,536	37,144,593	6,283,048	43,427,641	40,268,390
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 4,833,879	$ 2,796,992	$ 7,630,871	$ (5,367,895)	$ 2,262,976	$ 1,772,892

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Non-Specialized Outpatient	State Eligible Audit Outpatient	Outpatient Contracts	Children and Adolescents
REVENUES				
Program service fees:				
Client fees	$ 58,882	$ 112,440	$ -	$ 33,774
Residential fees	-	-	-	-
Blue Cross	58,228	48,033	-	61,522
Medicaid	131,890	1,262,868	553,216	2,981,930
Medicare	118,267	336,943	-	-
Other insurance	91,394	146,561	-	49,366
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	269	-
Production/service income	-	-	-	-
Public support:				
Local/county government	104,246	-	-	-
Donations/contributions	2,310	500	-	-
Other public support	-	-	21,980	-
Bureau of Developmental Services and Bureau of Behavioral Health	55,146	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	20	-	-
Private foundation grants	10,500	-	-	-
Other revenues	26,237	149	-	-
Total revenues	657,100	1,907,514	575,465	3,126,592
EXPENSES				
Salaries and wages	$ 305,785	$ 895,118	$ 277,034	$ 845,154
Employee benefits	51,579	117,088	55,526	146,560
Payroll taxes	21,592	60,436	19,730	59,273
Client wages	-	-	-	-
Professional fees	15,807	21,234	7,117	32,118
Staff development and training	885	6,337	728	3,136
Occupancy costs	30,785	56,343	19,900	44,634
Consumable supplies	15,456	11,165	3,185	10,122
Equipment expenses	8,260	9,410	3,201	7,617
Communications	22,116	19,573	2,874	9,403
Travel and transportation	48	1,588	4,351	23,661
Assistance to individuals	57	70	-	375
Insurance	3,556	7,493	2,719	6,053
Membership dues	2,277	4,753	1,350	4,675
Bad debt expense	10,441	67,115	301	24,825
Other expenses	64	130	646	187
Total expenses	488,708	1,277,853	398,662	1,217,793
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 168,392	$ 629,661	$ 176,803	$ 1,908,799

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
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	$ 17,472	$ 383	$ -	$ 1,919
Residential fees	-	-	-	-
Blue Cross	9,105	1,202	-	2,468
Medicaid	97,410	428,961	-	16,027
Medicare	5,300	-	-	2,736
Other insurance	12,642	1,252	-	5,157
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
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	98,304	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	109,927	-
Private foundation grants	-	210,000	-	-
Other revenues	-	-	-	234
Total revenues	240,233	641,798	109,927	28,541
EXPENSES				
Salaries and wages	$ 505,435	$ 283,877	$ 28,654	$ 134,646
Employee benefits	93,382	67,793	4,005	25,594
Payroll taxes	34,701	19,752	2,206	9,531
Client wages	-	-	-	-
Professional fees	11,933	9,757	11,273	1,282
Staff development and training	778	2,067	-	761
Occupancy costs	29,465	13,355	32,920	4,227
Consumable supplies	5,302	3,872	16,827	635
Equipment expenses	7,086	2,270	320	636
Communications	24,475	2,340	-	639
Travel and transportation	1,145	7,452	239	491
Assistance to individuals	47	6	-	-
Insurance	4,062	1,675	-	569
Membership dues	1,270	567	-	884
Bad debt expense	29,523	1,242	-	4,566
Other expenses	52	40	-	7
Total expenses	748,656	416,065	96,444	184,468
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (508,423)	$ 225,733	$ 13,483	$ (155,927)

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Drug Court	Vocational Services	Restorative Partial Hospital	Case Management
REVENUES				
Program service fees:				
Client fees	$ 1,221	$ 4,542	$ 5,476	$ 138,601
Residential fees	-	-	-	-
Blue Cross	-	-	-	-
Medicaid	56,430	146,487	194,273	1,606,842
Medicare	-	-	-	4,664
Other insurance	-	-	-	3,660
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	5,500	-	-
Other program fees	320	-	-	-
Production/service income	-	37,579	-	-
Public support:				
Local/county government	298,961	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	29,896	-	-	26,775
Total revenues	386,828	194,108	199,749	1,780,542
EXPENSES				
Salaries and wages	$ 249,297	$ 144,044	$ 50,325	$ 801,809
Employee benefits	43,679	33,545	13,087	163,766
Payroll taxes	17,304	14,036	3,796	57,497
Client wages	-	49,568	-	-
Professional fees	3,125	3,251	902	20,513
Staff development and training	696	108	8	578
Occupancy costs	-	12,105	2,288	44,080
Consumable supplies	2,532	3,870	19,248	11,920
Equipment expenses	6,233	2,020	622	9,417
Communications	2,911	1,827	239	8,461
Travel and transportation	5,482	10,523	-	41,138
Assistance to individuals	-	-	-	63
Insurance	-	1,312	474	6,908
Membership dues	-	419	148	2,263
Bad debt expense	1,598	1,772	4,400	151,290
Other expenses	8,859	580	7	171
Total expenses	341,716	278,980	95,544	1,319,874
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 45,112	$ (84,872)	$ 104,205	$ 460,668

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Supportive Living	Community Residences	Bridge Grant	Victims of Crime Act
REVENUES				
Program service fees:				
Client fees	$ 41,158	$ 22,607	$ -	$ 5,551
Residential fees	-	48,593	-	-
Blue Cross	-	-	-	1,903
Medicaid	2,200,893	1,213,319	-	69,779
Medicare	(158)	-	-	6,025
Other insurance	236	-	-	5,298
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	-	-
Other program fees	-	-	-	-
Production/service income	-	-	-	-
Public support:				
Local/county government	-	-	-	-
Donations/contributions	-	-	-	-
Other public support	-	-	-	290,739
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	184,017	-
Other federal and state funding:				
HUD	-	75,565	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	60	5,901	-
Total revenues	2,242,129	1,360,144	189,918	379,295
EXPENSES				
Salaries and wages	$ 641,565	$ 749,341	$ 36,098	$ 377,776
Employee benefits	173,092	200,077	6,857	68,157
Payroll taxes	45,567	52,339	2,599	24,593
Client wages	-	-	-	-
Professional fees	15,281	5,383	570	8,559
Staff development and training	463	61	221	1,480
Occupancy costs	39,828	43,829	117,842	22,749
Consumable supplies	12,497	27,012	1,075	4,227
Equipment expenses	7,698	10,894	131	3,878
Communications	6,425	11,231	-	3,524
Travel and transportation	41,185	4,565	1,991	6,297
Assistance to individuals	684	624	-	21
Insurance	6,671	2,134	-	3,114
Membership dues	2,123	645	-	972
Bad debt expense	52,421	13,832	-	8,403
Other expenses	164	91	-	39
Total expenses	1,045,664	1,122,058	167,384	533,789
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,196,465	$ 238,086	$ 22,534	$ (154,494)

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
MENTAL HEALTH

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	ACT Team	Other Mental Health Programs	Total Mental Health Programs	2019 Summarized
REVENUES				
Program service fees:				
Client fees	$ 128,844	$ -	$ 572,870	$ 700,461
Residential fees	20,630	-	69,223	69,379
Blue Cross	426	-	182,887	186,499
Medicaid	1,217,136	-	12,177,461	11,890,220
Medicare	53,363	-	527,140	491,840
Other insurance	321	-	315,887	248,966
Local educational authorities	-	-	-	-
Vocational rehabilitation	-	-	5,500	1,863
Other program fees	-	-	589	1,140
Production/service income	-	156,850	194,429	253,865
Public support:				
Local/county government	-	-	403,207	440,833
Donations/contributions	-	-	2,810	5,573
Other public support	-	-	312,719	343,307
Bureau of Developmental Services and Bureau of Behavioral Health	553,144	-	890,611	523,328
Other federal and state funding:				
HUD	-	-	75,565	129,535
Other	-	-	109,947	150,121
Private foundation grants	-	52,986	273,486	220,000
Other revenues	350	3	89,605	68,661
Total revenues	1,974,214	209,839	16,203,936	15,725,591
EXPENSES				
Salaries and wages	$ 877,567	$ 52,784	$ 7,256,309	$ 6,877,783
Employee benefits	169,573	10,091	1,443,451	1,347,375
Payroll taxes	58,250	8,409	511,611	485,191
Client wages	-	58,931	108,499	126,389
Professional fees	37,016	1,221	206,342	232,781
Staff development and training	843	41	19,191	25,417
Occupancy costs	66,852	23,375	604,577	534,882
Consumable supplies	8,038	39,153	196,136	210,246
Equipment expenses	6,331	19,886	105,910	108,075
Communications	7,288	7,789	131,115	124,747
Travel and transportation	35,310	4,011	189,477	248,647
Assistance to individuals	14	-	1,961	3,676
Insurance	4,964	285	51,989	53,176
Membership dues	1,771	88	24,205	27,022
Bad debt expense	135,984	426	508,139	604,579
Other expenses	47	61	11,145	1,008
Total expenses	1,409,848	226,551	11,370,057	11,010,994
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 564,366	$ (16,712)	$ 4,833,879	$ 4,714,597

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2020
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	$ -	$ -	$ -	$ 24,870	$ -
Residential fees	-	-	-	-	-
Blue Cross	-	-	-	36,243	-
Medicaid	1,012,043	-	4,117,964	1,021,236	315,499
Medicare	-	-	-	-	-
Other insurance	-	-	-	62,045	-
Local educational authorities	-	128,424	-	-	-
Vocational rehabilitation	-	-	7,277	-	-
Other program fees	-	-	-	-	-
Production/service income	-	-	117,035	1,544	-
Public support:					
Local/county government	-	-	2,400	-	-
Donations/contributions	-	-	17,512	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	64,456	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	49,765	-	5,011	38	-
Total revenues	1,061,808	128,424	4,267,199	1,210,432	315,499
EXPENSES					
Salaries and wages	$ 611,199	$ 62,146	$ 2,706,030	$ 474,436	$ 86,624
Employee benefits	173,293	10,827	910,093	85,514	19,059
Payroll taxes	41,854	4,497	194,832	34,127	6,481
Client wages	-	-	87,760	-	-
Professional fees	188,830	257	151,700	162,415	17,303
Staff development and training	862	20	3,463	3,459	167
Occupancy costs	47,971	1,916	244,066	10,098	4,459
Consumable supplies	12,294	574	56,198	7,432	865
Equipment expenses	6,925	465	87,752	3,955	1,160
Communications	4,605	230	40,746	18,682	721
Travel and transportation	17,314	1,399	431,982	74,034	2,204
Assistance to individuals	1	-	25,799	45	-
Insurance	5,769	458	31,646	4,378	1,090
Membership dues	16	4	11,587	97	3
Bad debt expense	-	-	4,203	93,990	7,099
Other expenses	396	6	1,960	55	30
Total expenses	1,111,329	82,799	4,989,817	972,717	147,265
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ (49,521)	$ 45,625	$ (722,618)	$ 237,715	$ 168,234

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2020
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	$ -	$ -	$ -	$ -	$ -
Residential fees	174,144	-	38,574	-	-
Blue Cross	-	-	-	-	-
Medicaid	7,591,954	1,927,240	524,005	2,713,106	1,801,803
Medicare	-	-	-	-	-
Other insurance	-	-	-	-	-
Local educational authorities	-	-	-	-	-
Vocational rehabilitation	-	-	-	-	-
Other program fees	-	-	-	-	-
Production/service income	14,309	-	99	-	-
Public support:					
Local/county government	-	-	-	-	-
Donations/contributions	-	-	-	-	-
Other public support	-	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	-	-	-	-
Other federal and state funding:					
HUD	-	-	-	-	-
Other	-	-	-	-	-
Private foundation grants	-	-	-	-	-
Other revenues	11,619	-	-	-	-
Total revenues	7,792,026	1,927,240	562,678	2,713,106	1,801,803
EXPENSES					
Salaries and wages	$ 1,897,667	$ -	$ 227,899	$ 834,567	$ 15,082
Employee benefits	502,042	-	64,731	155,677	4,309
Payroll taxes	135,041	-	16,066	45,411	1,060
Client wages	11,155	-	79	-	-
Professional fees	3,428,066	1,773,295	21,881	1,331,284	1,576,834
Staff development and training	8,694	-	387	1,547	58
Occupancy costs	132,775	-	41,130	3,903	1,613
Consumable supplies	93,846	-	10,528	4,241	10,707
Equipment expenses	28,300	-	2,007	7,043	358
Communications	27,319	-	4,476	16,664	175
Travel and transportation	50,755	-	4,903	54,024	-
Assistance to individuals	461	-	1,093	25,940	515
Insurance	16,029	-	2,292	7,540	316
Membership dues	91	-	3	4,176	-
Bad debt expense	3,270	-	-	-	-
Other expenses	536	-	29	96	4
Total expenses	6,336,047	1,773,295	397,504	2,492,113	1,611,031
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 1,455,979	$ 153,945	$ 165,174	$ 220,993	$ 190,772

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES AND EXPENSES
DEVELOPMENTAL SERVICES

FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Acquired Brain Disorder	Other Developmental Services Programs	Total Developmental Services Programs	2019 Summarized
REVENUES				
Program service fees:				
Client fees	$ -	$ -	$ 24,870	$ 77,790
Residential fees	-	8,448	221,166	253,324
Blue Cross	-	-	36,243	26,825
Medicaid	484,490	6,066,469	27,575,809	24,838,754
Medicare	-	-	-	-
Other insurance	-	-	62,045	72,940
Local educational authorities	-	-	128,424	130,058
Vocational rehabilitation	-	-	7,277	7,111
Other program fees	-	-	-	-
Production/service income	-	-	132,987	202,752
Public support:				
Local/county government	-	-	2,400	1,900
Donations/contributions	-	-	17,512	19,786
Other public support	-	-	-	-
Bureau of Developmental Services and Bureau of Behavioral Health	-	231,906	296,362	325,125
Other federal and state funding:				
HUD	-	-	-	-
Other	-	-	-	-
Private foundation grants	-	-	-	-
Other revenues	-	-	66,433	66,068
Total revenues	484,490	6,306,823	28,571,528	26,022,433
EXPENSES				
Salaries and wages	$ 18,056	$ 354,541	$ 7,288,247	$ 8,271,846
Employee benefits	10,260	70,368	2,006,173	1,938,195
Payroll taxes	1,186	25,399	505,954	586,023
Client wages	-	-	98,994	139,906
Professional fees	130,609	5,170,302	13,952,776	10,927,612
Staff development and training	51	1,261	19,969	20,925
Occupancy costs	1,111	21,216	510,258	570,870
Consumable supplies	323	9,713	206,721	240,950
Equipment expenses	300	3,021	141,286	159,725
Communications	173	4,884	118,675	116,259
Travel and transportation	899	9,287	646,801	809,689
Assistance to individuals	-	23,184	77,038	108,288
Insurance	269	3,352	73,139	72,670
Membership dues	-	808	16,785	18,036
Bad debt expense	-	-	108,562	145,916
Other expenses	3	43	3,158	2,482
Total expenses	163,240	5,697,379	25,774,536	24,129,392
EXCESS (DEFICIENCY) OF REVENUES OVER EXPENSES	$ 321,250	$ 609,444	$ 2,796,992	$ 1,893,041

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
FOR THE YEAR ENDED JUNE 30, 2020

FEDERAL GRANTOR/ PASS-THROUGH GRANTOR/PROGRAM TITLE	FEDERAL CFDA NUMBER	PASS-THROUGH GRANTOR'S NAME	PASS-THROUGH GRANTOR'S NUMBER		FEDERAL EXPENDITURES
U.S. Department of Housing and Urban Development					
Continuum of Care Program	14.267	Direct Award	N/A		$ 75,565
Total U.S. Department of Housing and Urban Development					$ 75,565
U.S. Department of Justice					
Crime Victim Assistance	16.575	New Hampshire Department of Justice	2016VOCA1, 2016VOCA2		$ 323,179
Total U.S. Department of Justice					$ 323,179
U.S. Department of Treasury					
Coronavirus Relief Fund	21.019	State of NH Governor's Office of Emergency Relief and Recovery COVID-19 Long Term Care Stabilization Program	N/A		$ 792,055
Total U.S. Department of Treasury					$ 792,055
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		$ 34,700
Total U.S. Department of Education					$ 34,700
U.S. Department of Health & Human Services					
Medicaid Cluster					
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-92-922010-4121	$ 4,849	
Medical Assistance Program	93.778	State of NH Department of Health and Human Services, Division for Behavioral Health	05-95-49-490510-2985	6,151	$ 11,000
Rural Health Care Services Outreach and Rural Health Network Development Program	93.912	North Country Health Consortium	Unknown		48,223
Total U.S. Department of Health & Human Services					$ 59,223
TOTAL					$ 1,284,722

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, 2020

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, 2020. 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.

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NORTHERN HUMAN SERVICES, INC.

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.
Conway, 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 Northern Human Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2020, 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 January 20, 2021.

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 2020-001 that we consider to be a material weakness.

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

Northern Human Services, Inc.'s response to the findings identified in our audit is 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

January 20, 2021
North Conway, New Hampshire

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NORTHERN HUMAN SERVICES, INC.

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.
Conway, New Hampshire

Report on Compliance for 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, 2020. 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.

Management's Responsibility
Management is responsible for compliance with the federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility
Our responsibility is to express an opinion on compliance for each of Northern Human Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. 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 Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Northern Human Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Northern Human Services, Inc.'s compliance.

Opinion on Each Major Federal Program
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, 2020.

Report on Internal Control Over Compliance

Management of Northern Human Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Northern Human Services, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Northern Human Services, Inc.'s 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 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 first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that were not identified.

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

January 20, 2021
North Conway, New Hampshire

NORTHERN HUMAN SERVICES, INC.

SCHEDULE OF FINDINGS AND QUESTIONED COSTS
FOR THE YEAR ENDED JUNE 30, 2020

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 programs tested as major programs were: U.S. Department of the Treasury; Coronavirus Relief Fund, CFDA 21.019 and U.S. Department of Justice; Crime Victim Assistance, CFDA 16.575.

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

2020-001 - Reconciliation process and month end close

Criteria: Internal controls should be in place to ensure that all cash accounts are reconciled between the general ledger and bank statements every month in a timely manner.

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

Cause: Internal controls are not currently in place to ensure that monthly bank reconciliations are prepared in a timely manner each month.

Effect: Financial statement information utilized by management in making decisions may not be timely or accurate; errors found in preparing bank reconciliations 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 cash accounts are being performed in a timely manner.

Views of Responsible Officials: Up until this fiscal year, the Organization has always had a process in place to perform the bank reconciliations in a timely manner.

The main reason these were not done timely is due to some staff turnover (retirements) NHS has had, as well as COVID. NHS had a long term staff accountant retire last summer. She was responsible for the bank reconciliations in addition to many other duties as it relates to month end closings, and backup for the payroll associate. NHS had trouble recruiting for that position and ultimately the department got behind in trying to cover that part of her duties. There was also another staff accountant position that retired and due to COVID, NHS had trouble recruiting for that position as well, further delaying the reconciliations. Now that both positions have been filled, NHS is in the process of getting caught up with that duty.

Going forward, the bank reconciliations will be done monthly during each month end closing process. This will be reviewed by Dale Heon, CFO to ensure adherence to this procedure.

FINDINGS AND QUESTIONED COSTS - MAJOR FEDERAL AWARD PROGRAMS AUDIT

None

NORTHERN HUMAN SERVICES BOARD OF DIRECTORS

			Office	Home	Term
Officers:	Madelene Costello, President				10.20 - 10.22
	Dorothy Borchers, Vice President				10.20 - 10.22
	James Salmon, Treasurer				10.17 - 10.21
	TBA, Secretary				
Staff:	Eric Johnson, CEO		447-3347		
	Dale Heon, CFO		447-3347		
	Susan Wiggin, CEO Assistant		447-3347		
	Suzanne Gaetjens-Olsen, MH Reg Administrator		444-5358		
	Liz Charles, DD Reg Administrator		447-3347		
	The Mental Health Center	Kassie Eafrati	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			
'22	Margaret McClellan, 1774 Riverside Dr., Apt. #2, Berlin, 03570		[redacted]		
'23	*Stephen Michaud, 10 Madison Ave., Gorham 03581				
'23	*Dorothy Borchers, 70 Main St. #1, Gorham 03581				
	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	356-6310		
	626 Eastman Rd., Ctr. Conway 03813	Director of DS			
'21	*Maddie Costello, 155 Fairview Ave., POB 1900, Conway 03818		662-5387 (cell)	[redacted]	
'23	*Carrie Duran, 3 Clement Court #4, Wolfeboro, NH 03894				
'21	James Salmon, 909 Stritch Rd., P.O. Box 893, Ctr. Conway 03813				
	The Mental Health Center	James Michaels	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			
'23	Georgia Caron, 83 Cloutier Dr., Stark 03582			[redacted]	
	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			
'23	Annette Carbonneau, P.O. Box 205, Franconia 03580			[redacted]	

Executive Committee: S. Michaud, M. McClellan, J. Salmon, M. Costello, D. Borchers, E. Johnson
Finance Committee J. Salmon, M. McClellan, S. Michaud, D. Borchers, M. Costello, D. Heon
Program Committee: M. McClellan, M. Costello, G. Caron, C. Duran, S. Gaetjens-Olsen, L. Charles
Development Committee: C. Duran, D. Borchers, M. McClellan, M. Costello, K. Blake, S. Mason, S. Gaetjens-Olsen, S. Wiggin

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

Last revised: 12/19, 4/20, 5/20, 9/20, 10/20, 11/20, 2/21

DALE HEON

EMPLOYMENT HISTORY:

Apr. 2007 - Present
NORTHERN HUMAN SERVICES INC., Conway, NH
Job Title: Chief Financial Officer

Provide strategic management of the accounting and finance functions of a private non-profit corporation.

Lead and supervise Controller, Accounting and Payroll staff. Direct accounting policies, procedures and internal controls. Recommend and implement improvements to ensure the integrity of the company's financial information.

Budget preparation and submission to State of NH Department of Health and Human Services. Quarterly reporting to State of NH of budget vs. actual expenses and revenue. Oversee financial system implementations and upgrades. Federal and State grant management and accounting.

Lead and supervise Director of Information Technology and collaborate on technology decisions. Computer network encompasses multiple sites in rural northern locations.

Manage relationships with banking, investment institutions, and outside audit firm. Identify and manage business risks and insurance requirements. Present monthly financial data to the Finance Committee of the Board of Directors.

Jan. 2007 – Apr. 2007
Robert Half International, Manchester, NH
Job Title: Interim Chief Financial Officer (client)

Worked exclusively at client location (Northern Human Services Inc). See list of duties and responsibilities above. Hired directly by Northern after successful completion of budget submission to State of New Hampshire.

Jul. 1999 - Oct. 2006
BRANDPARTNERS INC. (formerly Willey Brothers, Inc.), Rochester, NH
Job Title: Controller

Helped grow a new division (commercial construction management) from $5 million in revenue per year in 1999 to over $30 million in 2006. Total company revenue estimated to be over $50 million in 2006.

Instrumental in successful implementation of new project accounting software during period of high growth.

Responsible for revenue recognition and accruing all work-in-process costs each month using the percentage of completion method. Full profit & loss report responsibility.

Balance sheet account reconciliation, A/P, A/R including collections, revenue forecasting, budgeting, and exposure to SEC reporting 10Q/10-K. Reviewed and signed off on SEC reporting related to my division.

Prepared corporate cash flow forecasting, prepared and entered monthly journal entries, helped create customized detailed profitability analysis report by job.

Produced pro-forma income statements for new endeavors or potential acquisitions. Interfaced with outside auditors at quarter-end and year-end for financial statement verification.

Dec 1995 - July 1999

CABLETRON SYSTEMS, INC., Rochester, NH
Job Title: Senior Credit Analyst

Collected commercial overdue accounts receivable for this $1+ Billion revenue high tech company. Collection territory consisted mostly of government resellers; leasing companies and averaged $12-$15 million per month.

Set-up and maintained Escrow Agreements between banks and 8A or minority owned businesses to ensure payment on multi-million dollar government contracts.

Prepared journal entries for reconciliation of customer accounts; prepared short-term rental quotes for customers.

Acted as liaison between our sales force, outside leasing companies (GE Capital Etc.) and our customers. Managed multi-million dollar stocking orders-including billing, collections, and inventory management.

Recruited, supervised, and trained college interns.

Oct. 1989 to Dec 1995
WILLEY BROTHERS, INC., Rochester, NH
Job Title: Assistant Financial Manager

As part of the Senior Management Team, maintained all accounting systems for this $11m manufacturing company: G/L, A/R including collections, A/P, fixed assets, payroll, Personnel/Human Resources, state sales taxes, cash flow analysis and projection, financial report generation, and budgets.

Responsible for computer network, all telecommunication needs, maintain rental property - collect rent, building maintenance and upkeep, negotiate and prepare lease agreements.

EDUCATION:

1996-1999:
PLYMOUTH STATE UNIVERSITY, Plymouth, NH - Master of Business Administration Program
M.B.A. - Graduated with Honors -GPA 3.88/4.00; Member of Delta Mu Delta - National Honor Society

1987 - 1991:
UNIVERSITY OF NEW HAMPSHIRE, Durham, NH - Whittemore School of Business and Economics
B.S. in Business Administration

SOFTWARE RESOURCES:

Microsoft Great Plains Dynamics ERP (Project Accounting, A/R, A/P, Sales Order Processing); SAP ERP (Credit Management, A/R, Order Entry); Solomon Accounting; Microsoft Excel, Word, and PowerPoint; Lotus 1-2-3; Dbase IV.

ERIC M. JOHNSON

SENIOR MANAGEMENT EXECUTIVE

Cross-Functional Experience & Cross System Expertise

2013 – Present CEO

Responsible for the management of a $37 million mental health and developmental service organization. Assuring the delivery and quality of essential services to individuals living in a rural environment. Northern Human Services serves over 5,000 individuals and employs over 600 employees.

Highly qualified Executive Manager offering more than 25 years of non-profit management and diverse program leadership experience within human service delivery systems. Results-focused and effectual leader with proven ability to provide stability in business despite unpredictable external forces. Talent for proactively identifying and resolving problems – reversing negative financial results, controlling costs, maximizing productivity, and delivering positive results. Strength and direct experience in:

*Contract Development & Monitoring
*Budget Development
*Consumer Rights Protection
*Policy Development
*Inter-Agency Collaboration
*Corporate Compliance
*Quality Assurance
*Program Development
*Grant Writing
*Personnel Management

PROFESSIONAL EXPERIENCE

Northern Human Services - Conway, NH **1984 – Present**

- CHIEF OF OPERATIONS (1997 - Present)
- ASSOCIATE DIRECTOR OF DEVELOPMENTAL SERVICES (1996 – 1997)
- AREA DIRECTOR (1994 – 1996)
- REGIONAL COORDINATOR (1987 - 1995)

Recruited initially as a Case Manager in 1984 to provide service coordination to individuals with long term mental illness and developmental disabilities. Promoted to Team Leader/Supervisor within first year of employment. Promoted again within two years to assume region-wide responsibilities, including the supervision of Program Managers in regional offices.

Appointed Area Director in 1994 for a declining operation that had experienced major staff turnover and financial losses over several years. Successfully stabilized the business and program functions and turned around financial losses. Advanced quickly to role as Associate Director of Developmental Services overseeing a budget of $8 million. Promoted again in 1997 to Chief of Operations, which included absorbing the roles of two former full-time Associate Directors.

CURRENTLY: Direct all operations of the agency and maintain compliance with three major State contracts totaling more than $34 million dollars. Provide leadership for a 500-person workforce and hold full responsibility for the day to day management of the agency. Oversee Area Directors, Quality Assurance/Corporate Compliance, Human Resources, specific Developmental Services program functions and client complaint resolution processes. Also have provided coverage for the CEO and other Management Team staff vacancies on an ongoing basis as needed.

Examples of Leadership:

- Led agency's consolidation with the former organization known as The Center of Hope, which entailed hiring 200 employees and the integration of an $8 million dollar operations budget.
- Successfully managed through the turnover of three previous Chief Financial Officers; oriented and supported each of the new CFO hires in annual budget development as they learned the complexities of the job.
- Provided interim leadership and supported program operations of both New Horizons and the Mental Health Center in Conway while recruiting for new Area Directors on four separate occasions.
- Have maintained strong collaborative relationships with all of the State Bureau's and various funding sources over entire career with the agency.
- Have led multiple agency projects by mentoring and supervising staff who were charged with specific outcomes; this included the Tele-psychiatry Project, the recent Electronic Medical Record initiative, the Columbia House Residential Treatment Program, the Family Support Program, and numerous other program initiatives.
- Have represented the agency at state-level meetings when the CEO has been unavailable. This has included meetings with several DHHS Commissioners, all Bureau Chiefs and the Governor of NH.

Northern NH Council on Alcoholism - Dummer, NH **1983 -1985**

- DRUG AND ALCOHOL COUNSELOR

NH Office of Alcohol and Drug Abuse & Prevention – Concord, NH **1982 - 1983**

- VISTA VOLUNTEER

EDUCATION

Masters of Human Service Administration (MSHSA)
Springfield College – Springfield, MA

Bachelor of Arts (BA)
University of NH – Durham, NH

ELIZABETH CHARLES

WORK EXPERIENCE

Regional Administrator, Developmental Services, Northern Human Services. Primary responsibility is to direct the regional management and provision of services to individuals with developmental disabilities and acquired brain disorders. Responsible for the direct supervision of the IHS and PDMS Programs, DD Quality Improvement initiatives, supervises the Director, Developmental Services, -New Horizons and Vershire and also the Community Care Waiver Coordinator, QI/Compliance Coordinator and Office Manager at Center Office. Additionally responsible for program planning and development, budgeting and control, accountability, revenue maximization and assurance of quality of care, including the Agency's maintenance of accreditation

Regional Coordinator, Developmental Services, Northern Human Services, Conway, NH, January 2006 – present. Primary responsibility is to coordinate region-wide activities and initiatives within the Developmental Services System. Other responsibilities include regular State reporting of various demographic, medical and financial information, coordination and facilitation of monthly DS Program Directors meetings, maintaining knowledge of State rules and regulations pertaining to Developmental Services and various other projects as necessary. Responsibility also includes supervision of the In Home Support Coordinator, Consumer Directed Services Coordinator and Community Care Waiver Coordinator.

Director of Programs and Services, The Center of Hope, North Conway, NH, September 2004 – January 2006. Supervise, lead and direct a team of Resource Service Coordinators to assure the best quality and most efficient support for the individuals receiving services. This role has overall responsibility for Individual Service Agreements, Residential, Day Supports and Service Coordination. Also responsible for intake eligibility and waitlist management including budgetary work. Participate as a member of the Agency Management Team.

Service Coordination Supervisor, The Center of Hope, North Conway, NH. Perform all the functions of a Service Coordinator as well as supervision of other Service Coordinators and administrative support staff. Agency liaison with the Family Support Council.

Other positions held at Center of Hope include Service Coordinator, Program Manager in the Day Program and Residential Program Manager. Began employment in February, 2005.

Program Assistant, Student Life Office, University of Southern Maine, Portland, Maine, September 1991-December 1992. Developed and implemented special projects as well as departmental programs.

EDUCATION

B.S. Degree University of Southern Maine, Portland, Maine.
Major – Therapeutic Recreation.

REFERENCES

Available upon request

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Northern Human Services

Name of Program/Service: Developmental and Acquired Brain Disorder Services

BUDGET PERIOD:			
Name & Title Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Eric Johnson, CEO	$170,699	50.00%	$85,349.50
Dale Heon, CFO	$116,912	50.00%	$58,456.00
Liz Charles, Regional Administrator	$84,235	100.00%	$84,235.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$228,040.50

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

mac

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Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program

This 1st Amendment to the Housing Bridge Subsidy Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Northern Human Services, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 87 Washington Street, Conway, NH 03818.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), 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, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources which includes but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

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

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/7/2020
Date

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

Northern Human Services

10/5/2020
Date

DocuSigned by:
Eric Johnson
Name: Eric Johnson
Title: CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

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

OFFICE OF THE ATTORNEY GENERAL

10/13/2020
Date

DocuSigned by:
Name: Catherine Pinos
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:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 16,543.00	$ -	$ 16,543.00	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	-	$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472

Indirect As A Percent of Direct: 12.0%

DS

Contractor Initials: EJ

Date: 10/5/2020

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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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 13, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Northern Human Services		1.4 Contractor Address 87 Washington Street Conway, NH 03818	
1.5 Contractor Phone Number 603-447-3347	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Madelene P. Costello		1.12 Name and Title of Contractor Signatory Madelene Costello, President	

1.13 Acknowledgement: State of NH, County of Carroll

On July 25, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Susan Wiggin

1.13.2 Name and Title of Notary or Justice of the Peace

Susan Wiggin, Notary

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/6/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

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Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.

9.1 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.

9.2 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.

9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

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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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials MPC
Date 7/25/19

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital; or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

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

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

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

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

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

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, whch does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30,2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 41,358.00	$ -	$ 41,358.00	$ -	$ -	$ -	$ 41,358.00	$ -	$ 41,358.00
2. Employee Benefits	$ 12,407.00	$ -	$ 12,407.00	$ -	$ -	$ -	$ 12,407.00	$ -	$ 12,407.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 225.00	$ -	$ 225.00	$ -	$ -	$ -	$ 225.00	$ -	$ 225.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
Postage	$ 270.00	$ -	$ 270.00	$ -	$ -	$ -	$ 270.00	$ -	$ 270.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
Insurance	$ 675.00	$ -	$ 675.00	$ -	$ -	$ -	$ 675.00	$ -	$ 675.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
9. Software	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 563.00	$ -	$ 563.00	$ -	$ -	$ -	$ 563.00	$ -	$ 563.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin		$ 7,292	$ 7,292	$ -	$ -	$ -		$ 7,292	$ 7,292
TOTAL	$ 60,769	$ 7,292	$ 68,061	$ -	$ -	$ -	$ 60,769	$ 7,292	$ 68,061

Indirect As A Percent of Direct: 12.0%

Contractor Initials EJ

Date 7/25/19

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: Northern Human Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 660.00	$ -	$ 660.00	$ -	$ -	$ -	$ 660	$ -	$ 660.00
14. Admin		$ 9,722	$ 9,722	$ -	$ -	$ -		$ 9,722	$ 9,722
TOTAL	$ 81,017	$ 9,722	$ 90,739	$ -	$ -	$ -	$ 81,017	$ 9,722	$ 90,739

Indirect As A Percent of Direct: 12.0%

Contractor Initials: EJ

Date: 7/25/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records**: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit**: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records**: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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

7/25/19
Date

Name: Eric Johnson
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: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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.

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

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

The Vendor 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:

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
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 Vendor 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 Vendor 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.

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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	Northern Human Services
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Eric Johnson
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/25/19
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

The Vendor 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 Vendor 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.

Vendor Name: Northern Human Services

7/25/19
Date

Name: Eric Johnson
Title: CEO

FORM A

As the Vendor 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 DUNS number for your entity is: 073973059

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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and West Central Services, Inc. d/b/a West Central Behavioral Health, ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), 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, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022.

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

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

    12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

6/15/2021
Date

DocuSigned by:
Katja Fox
ED9B05B81C03442...
Name: Katja Fox
Title: Director

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

6/15/2021
Date

DocuSigned by:
Roger Osmun
0ABDB54CB432473...
Name: Roger Osmun
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

6/15/2021
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

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

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

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

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

5.2. The Contractor shall notify the Department, in writing, each month of:

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

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

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

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 16,543	$ -	$ 16,543	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		0.0%							

Contractor Initials

Date 6/15/2021

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State of New Hampshire

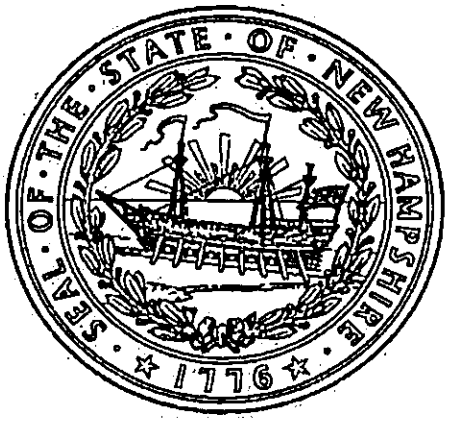
Department of State

CERTIFICATE

I, William M. Gardner, 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: 0005353154



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 April A.D. 2021.

William M. Gardner

Secretary of State

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: 0005353170

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 April A.D. 2021.

William M. Gardner

Secretary of State

WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

CERTIFICATE OF AUTHORITY

I; Pete Bleyler, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of West Central Services, Inc. d/b/a West Central Behavioral Health.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly adopted on May 26, 2020 by electronic vote at which a quorum of the Directors/shareholders were present and voting.

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

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

Dated: June 22, 2021

Pete Bleyler

Signature of Elected Officer Name:
Pete Bleyler
Title: Chairman, Board of Directors

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/12/2020

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

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

PRODUCER MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com CN102105463–gaup-20-21	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED West Central Services, Inc dba West Central Behvioral Health 9 Hanover Street, Suite 2 Lebanon, NH 03766	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Capitol Specialty Insurance Corporation — 10328 INSURER B : Capitol Indemnity Corp. — 10472 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** NYC-010982297-04 **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC OTHER:			HS02726188-05	11/01/2020	11/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			HS02731293-05	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB X CLAIMS-MADE DED RETENTION $			HS20162182-05	11/01/2020	11/01/2021	EACH OCCURRENCE AGGREGATE $	$ 5,000,000 $ 5,000,000 $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
A	Healthcare Professional Liability -Claims Made			HS02726188-05	11/01/2020	11/01/2021	Each Claim: Aggregate:	1,000,000 3,000,000

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and 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
of Marsh USA Inc.

Manashi Mukherjee

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/3/2021

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 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: Mariana Sousa
Hays Companies Inc. 133 Federal Street, 4th Floor Boston MA 02110	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: msousa@hayscompanies.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 Behavioral Health
9 Hanover Street, Suite 2
Lebanon NH 03766

COVERAGES **CERTIFICATE NUMBER: 21-22 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	
	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)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐ N/A If yes, describe under DESCRIPTION OF OPERATIONS below			TWC3982219	6/1/2021	6/1/2022	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 Street
Concord, NH 03301-3857

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
James Hays/GSCHIC

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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, 2020

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West Central Services, Inc.
d/b/a West Central Behavioral Health
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June 30, 2020

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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

We have audited the accompanying financial statements of West Central Services, Inc. d/b/a West Central Behavioral Health (a nonprofit organization) which comprise the statement of financial position as of June 30, 2020 and 2019, and the related statement of activities and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility 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 Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of West Central Services, Inc. d/b/a West Central Behavioral Health as of June 30, 2020 and 2019, 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.

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 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 21, 2020

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West Central Services, Inc. d/b/a West Central Behavioral Health
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	2020	2019
CURRENT ASSETS		
Cash and cash equivalents	$ 2,027,550	$ 393,604
Investments	545,830	504,270
Restricted cash	66,847	98,074
Accounts receivable - trade, net	370,605	348,486
Accounts receivable - other	543,872	262,035
Due from affiliates	54,097	19,276
Prepaid expenses	98,748	80,064
TOTAL CURRENT ASSETS	3,707,549	1,705,809
PROPERTY & EQUIPMENT, NET	641,691	601,659
OTHER ASSETS		
Investment in Behavioral Information Systems	109,149	105,219
Deposits	31,880	31,880
TOTAL OTHER ASSETS	141,029	137,099
TOTAL ASSETS	$ 4,490,269	$ 2,444,567

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Line of credit	$ -	$ 328,462
Accounts payable	172,393	88,493
Accrued payroll and related expenses	180,682	89,506
Deferred revenue	135,067	121,817
Deposits and other current liabilities	23,486	34,063
Current portion of long-term debt payable	493,060	29,003
TOTAL CURRENT LIABILITIES	1,004,688	691,344
LONG-TERM DEBT, less current portion	1,324,355	548,312
TOTAL LIABILITIES	2,329,043	1,239,656
NET ASSETS		
Net Assets without donor restrictions	2,161,226	1,204,911
TOTAL LIABILITIES AND NET ASSETS	$ 4,490,269	$ 2,444,567

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,

	2020 Net Assets without Donor Restrictions	2019
PUBLIC SUPPORT AND REVENUES		
Public support -		
State of New Hampshire -- BBH	$ 377,128	$ 321,876
Other public support	930,575	325,928
Grants	497,339	483,227
Total public support	1,805,042	1,131,031
Revenues -		
Program service fees	8,089,318	7,762,189
Contracted services	560,264	596,044
Rental income	160,027	152,606
Other revenues	299,771	47,364
Total Revenues	9,109,380	8,558,203
TOTAL PUBLIC SUPPORT AND REVENUES	10,914,422	9,689,234
EXPENSES		
Adult Maintenance	3,275,345	3,272,214
Adult Vocational	135,990	174,085
Children	2,737,771	2,837,525
ACT Team	862,755	648,120
Emergency Services	512,677	528,632
Housing services	1,283,406	1,227,417
General adult	399,182	482,044
Bridges	190,157	-
Other program services	604,445	502,258
TOTAL EXPENSES	10,001,728	9,672,295
CHANGE IN NET ASSETS FROM OPERATING ACTIVITIES	912,694	16,939
OTHER INCOME		
Investment Income	43,621	41,973
TOTAL INCREASE IN NET ASSETS	956,315	58,912
NET ASSETS, BEGINNING OF YEAR	1,204,911	1,145,999
NET ASSETS, END OF YEAR	$ 2,161,226	$ 1,204,911

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,

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 956,315	$ 58,912
Adjustments to reconcile change in net assets to net cash provided by (used in) operating activities:		
Depreciation	77,647	85,997
Unrealized (gain) loss on investment in partnership	(3,930)	(3,879)
(Increase) decrease in the following assets:		
Accounts receivable - trade	(22,119)	2,885
Accounts receivable - other	(281,837)	(58,315)
Due from affiliates	(34,821)	(17,863)
Prepaid expenses	(18,684)	29,780
Restricted cash	31,227	27,670
Security deposits	-	(4,463)
Increase (decrease) in the following liabilities:		
Accounts payable	83,900	32,306
Accrued payroll and related expenses	91,176	63,705
Deferred revenue	13,250	17,979
Deposits and other current liabilities	(10,577)	25,142
NET CASH PROVIDED BY OPERATING ACTIVITIES	881,547	259,856
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of property and equipment	(117,679)	(64,523)
Investment activity, net	(41,560)	(40,722)
NET CASH (USED) BY INVESTING ACTIVITIES	(159,239)	(105,245)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds on line of credit	497,400	8,834,298
Repayment on line of credit	(825,862)	(8,935,329)
Proceeds from issuance of debt - PPP Loan	1,273,700	-
Repayment of notes payable	(33,600)	(98,737)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	911,638	(199,768)
NET INCREASE (DECREASE) IN CASH	1,633,946	(45,157)
CASH AT BEGINNING OF YEAR	393,604	438,761
CASH AT END OF YEAR	$ 2,027,550	$ 393,604
SUPPLEMENTAL DISCLOSURE		
Cash paid during the year for interest	$ 955	$ 17,799

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, 2017 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.

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 2020, the Center increased its estimated percentage in the allowance for doubtful accounts to 32% from 28% of the total patient receivables. The allowance for doubtful accounts increased to $170,459 as of June 30, 2020 from $134,356 as of June 30, 2019.

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.

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

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives payment from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. 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, 2020 totaled $8,089,318, of which $7,883,541 was revenue from third-party payers and $205,777 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.

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 in full to employees at the beginning of the fiscal year and are to be utilized by June 30th; unused time is forfeited. 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, 2020 and 2019 was $20,078 and $21,209, respectively.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 87% and 88% of program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the years ended June 30, 2020 and 2019, 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.

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. Additionally, please refer to Note 15 regarding the MOE being waived for the year ended June 30, 2020.

NOTE 3 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2020 for general expenditures are as follows:

Cash and Cash Equivalents	$ 2,027,550
Accounts Receivable (net)	914,477
Investments	545,830
Financial assets available within one year for general expenditures	$ 3,487,857

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NOTE 3 LIQUIDITY (continued)

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:

	2020	2019
ACCOUNTS RECEIVABLE - TRADE		
Medicaid	$ 246,387	$ 255,122
Medicare	83,923	81,453
Third party insurance companies	156,675	80,205
Clients	54,079	66,062
	541,064	482,842
Allowance for doubtful accounts	(170,459)	(134,356)
	$ 370,605	$ 348,486

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

	2020	2019
ACCOUNTS RECEIVABLE - OTHER		
Various contracts	$ 157,645	$ 93,274
Rents	-	461
Bureau of Behavioral Health	127,471	26,073
MCO Directed Payments	237,437	-
State of NH - LTCSP	12,990	-
IDN Grant	6,000	71,607
Other	2,329	70,620
	$ 543,872	$ 262,035

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NOTE 5 PROPERTY AND EQUIPMENT

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

	2020	2019
Land	$ 20,695	$ 20,695
Building and improvements	872,507	833,557
Furniture, fixtures and equipment	615,929	612,905
Vehicles	21,375	21,375
Project in Progress	83,205	7,500
	1,613,711	1,496,032
Accumulated Depreciation	(972,020)	(894,373)
NET BOOK VALUE	$ 641,691	$ 601,659

Depreciation expense for the years ended June 30, 2020 and 2019 was $77,647 and $85,997, respectively.

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,:

2020	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 366,479	$ 179,351	$ 545,830

2019	Cost	Unrealized Gain (Loss)	Market Value
Equity Funds	$ 353,727	$ 150,543	$ 504,270

Investment income consisted of the following at June 30,:

	2020	2019
Interest and dividends	$ 12,952	$ 11,709
Realized gains	1,861	-
Unrealized gains	28,808	30,264
	$ 43,621	$ 41,973

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NOTE 6 INVESTMENTS (continued)

	2020	2019
Investments in Behavioral Information Systems, LLC	$ 109,149	$ 105,219

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 is 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, 2020 and 2019 was $3,930 and $3,879, respectively.

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 are categorized as Level 1 and recorded at fair value, as of June 30, 2020. 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 8 DEFERRED REVENUE

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

	2020	2019
Operational Funding	$ 43,391	$ 79,000
In-Shape	2,466	15,759
COVID Relief	59,000	-
Bridge Program	11,000	-
Newport Tiger Program	10,000	-
CEO Search	-	19,558
Facility Upgrades	2,661	7,500
Other Grants	6,549	-
	$ 135,067	$ 121,817

NOTE 9 LONG-TERM DEBT

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

	2020	2019
Note payable, Mascoma Bank dated May 2020. PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of $71,323 beginning December 2020 due May 2022.	$ 1,273,700	$ -
Mascoma Term Loan, 4.0% interest, principal and interest payments of $2,953 made monthly, due April 2020	-	29,003
Affordable Housing Fund, 0% interest, 30 years, payment based on 50% surplus cash flow from High Street property, due September 2034.	543,715	548,312
	1,817,415	577,315
Less: Current Portion	(493,060)	(29,003)
	$ 1,324,355	$ 548,312

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NOTE 9 LONG-TERM DEBT (continued)

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
2021	$ 493,060
2022	780,640
2023	-
2024	-
2025	-
Thereafter	543,715
	$ 1,817,415

Interest expense was $955 and $17,799 for the years ended June 30, 2020 and 2019, respectively.

NOTE 10 LINE OF CREDIT

As of June 30, 2020 and 2019, 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, 2020 and 2019, the outstanding balance was $-0- and $328,462 respectively. The effective interest rate at June 30, 2020 and 2019 was 3.5% and 4.25%, respectively. The line of credit expires in April, 2021.

NOTE 11 RELATED PARTY TRANSACTIONS

Behavioral Information Systems, LLC (BIS)

The Center is a 50% owner in BIS for which it contracts for management information systems and information technology support. During 2020 and 2019, the Center paid BIS $33,000 and $58,124, respectively, for services rendered. At June 30, 2020 and 2019, the Center owed BIS $-0- and $4,559, respectively, for current services.

The Center from time to time provides advances to BIS for payroll and other operating costs for which BIS reimburses the Center. As of June 30, 2020 and 2019, BIS owed the Center $54,097 and $19,276, respectively, for advances that had not been repaid.

The Geisel School of Medicine at Dartmouth

The Center contracts with The Geisel School of Medicine at Dartmouth (Geisel) for a variety of services including administrative and clinical personnel. During fiscal years ended June 30, 2020 and 2019 the Center paid $164,165 and $165,003, respectively.

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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. Additionally, in 2020 the Center made a one-time contribution of 1% to all employees that were making contributions as of March 31, 2020. During the years ended June 30, 2020 and 2019, the total employer contributions into this retirement plan were of $64,198 and $0.

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:

	2020	2019
Due from clients	10 %	14 %
Insurance companies	29	17
Medicaid	45	53
Medicare	16	16
	100 %	100 %

NOTE 14 OPERATING LEASES

The Center leases real estate and equipment under various operating leases. Minimum future rental payments under non-cancelable operating leases excluding common area maintenance fees as of June 30, 2020 for each of the next five years and in the aggregate are:

Year Ending June 30,	Amount
2021	$ 650,547
2022	375,526
2023	81,799
2024	81,581
2025	13,597
	$1,203,050

Total rent expense for the years ended June 30, 2020 and 2019, including rent expense for leases with the remaining term of one year or less and applicable common area maintenance fees, was $710,325 and $643,010, respectively.

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NOTE 15 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center 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.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 21, 2020, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2020, 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, 2020

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Cash Receipts	Accounts Receivable, Ending
CLIENT FEES	$ 66,062	$ 1,029,192	$ (823,415)	$ (217,760)	$ 54,079
OTHER INSURANCE	80,205	805,047	(327,681)	(400,896)	156,675
MEDICAID	255,122	8,206,418	(1,195,535)	(7,019,618)	246,387
MEDICARE	81,453	1,046,228	(650,938)	(392,820)	83,923
TOTALS	$ 482,842	$ 11,086,885	$ (2,997,569)	$ (8,031,094)	$ 541,064

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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, 2020

	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, 2020	$ 26,073	$ 377,128	$ (275,730)	$ 127,471

Analysis of Receipts Date of Receipt Deposit Date	Amount
10/02/19	$ 7,323
10/02/19	18,750
10/18/19	14,646
10/18/19	37,500
11/15/19	7,323
11/15/19	18,750
12/26/19	7,323
12/26/19	18,750
01/21/20	7,323
01/21/20	18,750
02/26/20	7,323
02/26/20	18,750
03/19/20	10,000
05/18/20	14,646
05/18/20	42,500
05/29/20	7,323
05/29/20	18,750
	$ 275,730

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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, 2020, with
Comparative Totals for 2019

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
Program Services Fees													
Net Client Fees	$ 205,777	$ -	$ 205,777	$ 76,155	$ 3,044	$ 49,492	$ 24,490	$ 745	$ 4,074	$ 31,682	$ -	$ 16,095	$ 268,383
Medicaid	7,010,883	-	7,010,883	2,152,147	87,870	2,984,094	461,544	103,050	1,081,637	38,665	-	101,876	6,826,542
Medicare	395,290	-	395,290	275,568	-	80	27,792	16,881	3,939	48,831	-	22,199	259,338
Other Insurance	477,368	-	477,368	188,930	-	147,861	4,439	10,125	232	92,825	-	32,956	407,926
Public Support - Other													
Local/County Gov't.	58,903	-	58,903	19,608	662	23,166	3,774	952	7,936	1,544	-	1,261	79,367
Donations/Contributions	855,962	-	855,962	272,853	9,300	328,557	52,726	13,237	111,385	44,152	-	23,752	222,066
Grants	497,339	-	497,339	158,602	5,371	190,928	30,636	7,709	64,654	25,663	-	13,776	483,227
Other Public Support	15,710	-	15,710	-	-	15,710	-	-	-	-	-	-	24,495
BBH													
Community Mental Health	377,128	-	377,128	12,650	1,000	14,250	245,350	97,878	2,500	1,500	-	2,000	321,876
Other BBH	560,264	-	560,264	48,321	-	15,627	29,870	167,111	-	16,786	-	282,549	596,044
Rental Incomes	160,027	-	160,027	4,871	-	-	-	-	155,156	-	-	-	152,606
Other Revenues	299,771	-	299,771	16,533	464	16,268	4,435	31,262	36,370	1,805	188,528	4,106	47,364
TOTAL PUBLIC SUPPORT AND REVENUES	$10,914,422	$ -	$ 10,914,422	$ 3,226,238	$ 107,711	$ 3,786,033	$ 885,056	$ 448,950	$ 1,467,883	$ 303,453	$ 188,528	$ 500,570	$ 9,689,234

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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, 2020, with
Comparative Totals for 2019

	Total Agency	Total Admin.	Total Programs	Adult Maintenance	Adult Vocational	Children	ACT Team	Emergency	Housing	General Adult	Bridges	Other Programs	2019
Personnel Costs:													
Salary &Wages	$ 6,371,683	$ 496,295	$ 5,875,388	$ 1,913,710	$ 81,632	$ 1,661,881	$ 576,585	$ 356,344	$ 636,236	$ 208,862	$ 37,498	$ 402,640	$ 6,202,511
Employee Benefits	778,426	36,832	741,594	286,363	14,968	225,915	45,502	32,697	62,424	33,199	4,399	36,127	703,224
Payroll Taxes	432,124	33,652	398,472	130,678	5,887	115,774	23,064	24,920	44,084	22,097	2,365	29,603	438,769
Professional Fees:													
Professional Fees	260,973	30,385	230,588	135,577	1,418	47,240	11,342	4,253	15,872	5,671	745	8,470	282,222
Staff Devel. & Training:													
Staff Development	28,186	17,801	10,385	3,079	5	10	1,983	331	-	147	700	4,130	29,508
Occupancy Costs:													
Rent	809,865	19,500	790,365	221,840	7,036	194,493	54,081	19,776	124,794	31,177	102,145	35,023	672,012
Other Utilities	84,778	-	84,778	15,246	650	17,384	3,997	1,903	43,762	1,436	400	-	91,395
Maintenance and Repairs	59,072	335	58,737	5,016	256	8,240	1,315	738	42,352	280	145	395	97,735
Taxes	36,000	-	36,000	-	-	-	-	-	36,000	-	-	-	36,000
Other Occupancy Costs	246,297	-	246,297	83,451	925	83,206	18,808	2,698	34,090	18,405	549	4,165	182,692
Consumable Supplies:													
Office/Building/Household	50,046	10,907	39,139	11,233	462	8,417	3,104	1,408	11,923	1,056	877	659	61,914
Food	40,068	2,565	37,503	1,922	43	3,360	509	59	31,461	45	19	85	41,352
Equipment Rental	23,348	7,302	16,044	5,920	245	5,167	1,511	695	922	614	130	840	21,591
Equipment Maintenance	11,395	11,260	135	-	-	135	-	-	-	-	-	-	10,676
Depreciation	77,647	4,458	73,189	18,762	651	12,915	2,592	1,299	29,064	1,296	-	6,610	85,997
Advertising	20,078	-	20,078	6,358	182	7,742	1,453	545	1,998	727	-	1,073	21,209
Membership Dues	50,717	-	50,717	19,276	445	17,139	3,579	1,359	4,891	1,805	-	2,223	-
Telephone/Communications	71,551	11,560	59,991	13,083	770	16,930	5,294	10,226	8,271	1,681	303	3,433	65,078
Postage/Shipping	9,245	6,354	2,891	1,120	50	894	298	149	185	91	104	-	8,986
Transportation:													
Staff/Clients	101,336	5,697	95,639	32,371	185	25,115	22,605	4,490	3,589	1,582	2,687	3,015	118,539
Insurance:													
General/Liability	141,462	-	141,462	46,649	1,607	42,611	10,765	4,431	22,314	5,298	529	7,258	147,523
Interest Expense	955	-	955	334	10	315	76	29	105	38	-	48	17,799
Other Expenditures	296,478	55,309	241,169	92,401	2,157	76,138	17,017	9,035	30,410	8,373	66	5,572	335,563
TOTAL EXPENSES	10,001,728	750,212	9,251,516	3,044,389	119,584	2,571,021	805,480	477,385	1,184,747	343,880	153,661	551,369	9,672,295
Administrative Allocation	-	(750,212)	750,212	230,956	16,406	166,750	57,275	35,292	98,659	55,302	36,496	53,076	-
TOTAL PROGRAM EXPENSES	$ 10,001,728	$ -	$ 10,001,728	$ 3,275,345	$ 135,990	$ 2,737,771	$ 862,755	$ 512,677	$ 1,283,406	$ 399,182	$ 190,157	$ 604,445	$ 9,672,295

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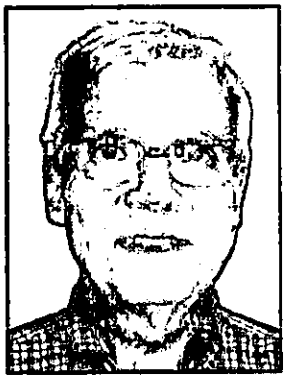
WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

BOARD OF DIRECTORS

Brooke Adler

[redacted]

- [redacted]
- Retired Nurse Practitioner; Legal Nurse Consultant and Realtor
- Board Election—10/20/16



Pete Bleyler

[redacted]

- Retired Consulting Actuary
- Board Election—6/23/14
- Board Chair

Aimee Claiborne

[redacted]

- [redacted]
- Chief Human Resources Officer, Dartmouth-Hitchcock Clinic
- Board Election—2/1/21

Lisa Cohen

[redacted]

- [redacted]
- Chief Financial Officer, The New London Hospital Association, Inc.
- Board Election—11/1/20

Kaitlyn Covel

[redacted]

- [redacted]
- VP, Mortgage Support Manager
- Board Election—9/20/19

Ken Dolkart, MD

[redacted]

- [redacted]
- Physician, Mt. Ascutney Hospital and Health Center
- Board Election—9/30/19

Ken Goodrow

[redacted]

- [redacted]
- CPA, Tyler, Simms & St. Sauveur, CPAs, PC
- Board Election—3/25/19

Robert Hansen

[redacted]

- Professor of Business Administration, Tuck School of Business, Dartmouth College; former Associate Dean and Senior Associate Dean, Tuck School of Business, Dartmouth College
- Board Election— 8/1/20

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WEST CENTRAL BEHAVIORAL HEALTH
Adult | Child | Family

BOARD OF DIRECTORS

Brian Lombardo, MD

[redacted]

- Physician, Alice Peck Day Memorial Hospital
- Board Election—9/30/19

Roger Osmun, Ph.D.

[redacted]

- Psychologist
- President and CEO, WCBH
- Ex-Officio

Anne Page

[redacted]

- Retired, Healthcare Finance Executive
- Board Election—2/23/15
- Board Secretary/Treasurer and Chair Finance Committee

Diane Roston, MD

[redacted]

- Psychiatrist
- Medical Director, WCBH
- Ex-Officio

Sally Rutter

[redacted]

- Retired Real Estate Agent
- Board Election—9/4/18

Sheila Shulman

[redacted]

- Retired Attorney and Professor
- Board Election—8/22/16
- Chair Governance Committee

William C Torrey, MD

[redacted]

- Psychiatrist/Vice Chair of Clinical Services, Department of Psychiatry, DHMC
- Board Election—9/4/18

Doug Williamson, MD

[redacted]

- Pediatrician, Multi Specialty Clinic at APD
- Board Election—2/1/17
- Chair Development and Community Relations Committee

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WEST CENTRAL
BEHAVIORAL HEALTH
Adult | Child | Family

Board of Directors
4-21-21

Peter Bleyler - Chair

Douglas Williamson – Vice Chair – Chair Development and Community Relations Committee

Anne Page – Secretary/Treasurer – Chair Finance Committee

Sarah (Sally) Rutter – Chair – Quality Improvement Committee

Sheila Shulman – Chair Governance Committee

Brooke Adler

Aimee Claiborne

Lisa Cohen

Kaitlyn Covel

Kenneth Dolkart MD

Kenneth Goodrow

Robert Hansen

Brian Lombardo MD

William C. Torrey MD

Roger Osmun PHD – Ex Officio

Diane Roston MD – Ex Officio

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Roger W. Osmun, Ph.D.

Licensed Psychologist

Education

Ph.D., Clinical Psychology
Temple University

M.A., Clinical Psychology
Temple University

B.A., Psychology, High Honors
Magna Cum Laude and Phi Beta Kappa
University of Rochester

Licensure

Pennsylvania Licensure (Psychologist),	June 1996	Lic. #: PS-008322-L
Delaware Licensure (Psychologist)	January 1999	Lic. #: B1-0000522

Listed in the *National Register of Health Service Psychologists*, Registrant #4431

National Provider Identification (NPI): 1750346136 (Roger W. Osmun, Ph.D.)
1295206290 (Pinnacle Psychological Services, LLC)

Clinical and Administrative Experience

2019- **President and CEO**, West Central Behavioral Health, Lebanon, NH

Private, non-profit behavioral health organization [501(c)3]
Approximately 145 employees; approximately 2,600 clients served annually.
7 locations (6 offices and 1 residential program) in the Upper Valley and Greater Sullivan County
Annual Revenue: $10M FY20
Direct Reports: 7 (including Vice President of Operations, Vice President of Clinical Services, Chief Financial Officer, Medical Director and HR Director)

Activities: Functioned as the administrative lead of a 7-person Executive Leadership Team. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization. Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse) for adult and children/adolescents, Assertive Community Treatment (ACT), targeted case management, peer support services, mobile crisis intervention, Employee Assistance Programs (EAP), mental health court, mental health first aid, supported living/housing and adult community residential rehabilitation.

2018-2019 **Psychologist and Founder**, Pinnacle Psychological Services, LLC Paoli, PA

Private psychology practice focusing on child/adolescents and adult psychotherapy; psychological and neuropsychological assessment; clinical consultation and supervision; and continuing education training and presentations

2016-2018 **Chief Operating Officer**, Holcomb Behavioral Health Systems, Exton PA

Private, non-profit behavioral health organization [501(c)3]
Joint Commission Accredited since 2000
Approximately 720 employees; approximately 21,000 clients served annually.
30 Locations (14 offices and 16 residential programs) in PA, DE, MD and NJ
Annual Revenue: $31M FY17; $32M FY18
Funding: 40% Medicaid, 30% State/County, 15% Commercial, 10% Self-Pay, 5% Medicare
Report to: Chief Executive Officer of parent organization and directly to the board
Direct Reports: 8 (including Senior Director of Operations, Chief Compliance Officer, Clinical Director and Regional Directors including two affiliate organizations)

Activities: Functioned as the administrative lead of a 14-person Quality Management Committee. Responsible for developing and adhering to a $31M+ annual budget. Oversaw all operational aspects of a comprehensive, community-based behavioral health organization, previously serving in the role as Chief Clinical Officer (see below). Agency programs include, but are not limited to: outpatient treatment (mental health & substance abuse), child/adolescent Behavioral Health Rehabilitative Services (BHRS), family based services, blended case management, early intervention, psychiatric rehabilitation (clubhouse and mobile psych rehab), mobile crisis intervention and crisis residential, truancy intervention, Student Assistance Programs (SAP), forensic assessments, mental health first aid, supported living and adult community residential rehabilitation.

Achievements in FY18:

- Increased Medicaid revenue on existing service lines by $500K (1.2%)
- Improved administrative and clinical efficiency resulting in reduced expenses by $1.2M (3.9%)
- Expanded into two new service line contracts totaling $475K

- Successfully transitioned from an outdated electronic health record to a new system able to manage all agency services, including mobile services not previously part of the agency EHR
- Transitioned three service lines to be responsive to value-based payment through implementing metric-based monitoring of service outcomes
- Established an emerging leadership development program for middle management and other high potential employees

1996-2016 **Chief Clinical Officer**, Holcomb Behavioral Health Systems, Exton, PA

Activities: Served as clinical lead on a 700+ person behavioral organization, overseeing all clinical services and staff. Oversaw the development and implementation of all agency clinical policies and procedures; additionally involved in the development of many administrative policies. Administratively monitored the best practice compliance and empirical outcomes of services for diverse clinical and psychosocial services provide by approximately 650 direct care staff across all locations. Monitored new clinical program development, including proposal writing and contract development.

Achievements FY97-FY16:

- Achieved a 62% success rate of contract attainment through competitive bidding process supporting agency growth from $2M to $30M. Largest contract attained was $2.2M.
- Obtained and maintained Joint Commission accreditation since 2000 through establishment of comprehensive polices/procedures and effective performance improvement systems.
- Established in 2005 and expanded to a nationally recognized doctoral psychology internship program to a cohort of eight interns. Obtained APA accreditation in 2016.
- Established agency as a Pennsylvania pre-approved provider of continuing education for psychologists and social workers/professional counselors through standardize curriculum and use of reputable presenters.
- Established processes to obtain Co-Occurring Disorder competency status.
- Established recovery-oriented, trauma-informed and culturally competent practices through the agency, including a comprehensive best practices matrix for child and family treatments.

1993-1996 **Primary Therapist**, Devereux Foundation-Brandywine Center, Glenmoore PA

Residential treatment center for behaviorally and emotionally disturbed adolescent males, frequently with a co-occurring diagnosis of substance abuse/dependency.

Activities: Maintained an average caseload of 10 clients, conducting all individual, group, and family therapy. Supervised implementation of milieu services. Served as primary liaison between multidisciplinary treatment team and

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mental health agencies and families. Conducted admission psychological evaluations and psychosocial assessments. Participated on the Utilization Review Committee, Sexual Abuse Task Force, Joint Commission Site Visit Committee and Treatment Plan/Review CQI committees. Conducted regular Monitoring and Evaluation of center's clinical reports for Continuous Quality Improvement. Conducted inservices with residential and clinical staff on various topics. Supervision of assessment practicum students from local universities. Organized local conference on treatment of adolescent sexual offenders and abuse reactive children.

1996 **Consultant**, Children and Family Support Services, Inc., Pottstown PA

Activities: Conducted psychological assessments for determination of continued need of clinical BHRS services and treatment plan development. Provided supervision to master's level therapists providing Mobile Therapy and Behavioral Specialist Consultation.

1992-93 **Clinical Psychology Internship**, Temple University Hospital, Philadelphia PA

Activities: APA accredited internship. Participated in 3 major clinical rotations: inpatient (6 months), outpatient (3 months), and physical medicine and rehabilitation (3 months). Worked in context of a multidisciplinary treatment team during all rotations. During the internship year, maintained a minimal outpatient caseload of 45 client hours per month. Conducted psychological and neuropsychological evaluations on inpatient, outpatient and medical patients. Worked in the Psychiatric Emergency Service, assisting on-call residents in evaluation and case disposition. Followed several cardiac transplant patients from evaluation stage through candidacy and eventual transplantation. Conducted neuropsychological evaluation both pre- and post-transplant. Provided supportive therapy throughout transplant process. Served in supervisory role of 3rd year medical students during their psychiatry clerkship in conjunction with an attending psychiatrist. Provided lectures to medical students on psychological evaluation techniques. Supervised graduate practicum students during testing practicum placements at the hospital.

Research Experience

1994 **Dissertation**: "An Examination of the Relationship Between Adult Ego Identity Status and Psychopathology"

1991 **Masters Thesis**: "Ego-Identity Status: Influences on Psychotherapy Seeking"

1988-89 **Research Assistant**, Temple University

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Activities: Assessed cognitive reasoning abilities of psychiatrically impaired adolescents at Institute of the Pennsylvania Hospital (now Kirkbride Center)

1987-88 **Honors Thesis Research**: "Loneliness, Social Skills, and Self-Perceptions", Univ. of Rochester. Received High Honors

Teaching Experience

1999- **Adjunct Faculty**, Immaculata University

Activities: Taught an average of 4 graduate-level psychology courses per year in the university's masters and doctoral program; served on dissertation committees; oversaw doctoral students' independent projects.

Primary courses: Treatment of Children and Adolescents; Professional Issues and Ethics; Cognitive-Behavioral Theory and Therapy; Existential-Humanistic Theory and Therapy; Human Sexuality and Dysfunction, Clinical Supervision and Consultation; Group Dynamics; Family Counseling.

2003- **Clinical Assistant Professor**, Philadelphia College of Osteopathic Medicine

1999-2003 **Presenter**, CASSP Institute Harrisburg, PA

Activities: Provide state-sponsored trainings regarding child/adolescent services to behavioral health professionals, teachers and families throughout southeastern Pennsylvania. Topics have included issues such as clinical supervision, discharge planning, writing effective treatment plan, writing skills for managed care and various clinical diagnostic categories.

1991-92 **Instructor**, Theories of Personality; Psychopathology, Temple University

1990-92 **Psychological Assessment Course Supervisory Assistant**, Clinical Psychology Program, Temple University.

1986 **Teaching Assistant**, Introductory Psychology, University of Rochester

Publications

Zuckerman, M., Fischer, S.A., Osmun, R.W., Winkler, B.A., & Wolfson, L.R. (1987). Anchoring in lie detection revisited. Journal of Nonverbal Behavior, 11(1), 4-12.

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Zuckerman, M., Colwell, E.L., Darche, P.R., Fischer, S.A., Osmun, R.W., Spring, D.D., Winkler, B.A., & Wolfson, L.R. (1988). Attributions as inferences and explanations: Effects on discounting. Journal of Personality and Social Psychology, 54(6), 1006-1019.

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CURRICULUM VITAE

Diane M. Roston, M.D.

Education:

M.D.	University of Wisconsin School of Medicine	1986
M.S.	Science Journalism (coursework only) University of Wisconsin School of Journalism	1982
B.S.	Health Education, summa cum laude University of Wisconsin	1978
	English Major, Grinnell College	1973 - 1975

Postdoctoral Training:

Dartmouth-Hitchcock Medical Center, Lebanon, NH Residency in Psychiatry	1986 - 1990

Licensure and Certification:

Diplomate, National Board of Medical Examiners	1987
Diplomate, Adult Psychiatry, #036414 American Board of Psychiatry and Neurology	1992
New Hampshire Medical Licensure - #7851	1988 – present
Vermont Medical Licensure -#8369	1991 - present

Academic Appointments:

Clinical Faculty, Department of Psychiatry Geisel School of Medicine at Dartmouth, Lebanon, NH	2010 - present
Adjunct Faculty, Department of Psychiatry Dartmouth Medical School, Lebanon, NH	1992 - 2010
Lecturer in Psychiatry Dartmouth Medical School, Lebanon, NH	1991 - 1992
Adjunct Assistant Professor of Women's Studies	1991 - 1992

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Dartmouth College, Hanover, NH

Hospital Appointments:

Alice Peck Day Memorial Hospital, Lebanon, NH 2016 - present; 1996-2004
Consulting staff

Valley Regional Hospital, consulting staff, Claremont, NH 2016 – present

Nashua Brookside Hospital, Nashua, NH 1988-1990

Experience:

2007-present Medical Director, West Central Behavioral Health
Lebanon, NH
- Supervision of medical and nursing staff
- Chair, Quality Improvement committee
- Coordination of on-site research pilot studies
- Ex-officio member, Board of Directors
- Member, executive staff

1995-present Clinic Psychiatrist, West Central Behavioral Health, Lebanon, NH
- Provided care to individuals with chronic mental illness, including psychotic illnesses, anxiety disorders, affective illness, PTSD, and borderline personality disorder
- Supervised 3rd year psychiatry residents for one year rotation
- Provide clinical guidance to interdisciplinary care teams

1990-present Private Practice, general psychiatry, White River Junction, VT

1993-1995 Staff Psychiatrist, Counseling Center of Lebanon
West Central Behavioral Health, Lebanon, NH

1990-1991 Research Associate with George Vaillant, M.D.
Institute for the Study of Adult Development
Dartmouth Medical School, Hanover, NH

1982 Editor, Motherhood and Childbirth Project
Women's Studies Research Center
University of Wisconsin, Madison, WI

1978-1981 Patient Educator and counselor
Wisconsin Clinical Cancer Center
University of Wisconsin Hospitals & Clinics
Madison,WI

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Major Committee Assignments and Consultations:

National and Regional

Consortium of Women Psychiatrists, Hanover, NH	1992-1996
Women's Information Service (WISE), Lebanon, NH	1990-2003
Volunteer training consultant	
National Cancer Institute, Evaluation Consultant	1979-1981
Cancer Information Service Evaluation Task Force	

Institutions:

Obstetrics and gynecology / Psychiatry Liaison Committee	1994-1996
Psychobiology of Women Steering Committee	1990-1997
DHMC Department of Psychiatry	
Parental leave Task Force, chairperson	1988-1990
DHMC Department of Psychiatry	

Memberships in Professional Societies:

American Association of Community Psychiatrists
American Medical Women's Association
American Psychiatric Association
Association for Women in Psychiatry
National Alliance for the Mentally Ill
New Hampshire Medical Society
New Hampshire Psychiatric Association
Vermont Psychiatric Association

Teaching Activities:

Outpatient Psychiatry Seminar	1996 - present
Third year psychiatry resident seminar	
on models and practice of outpatient care	
Adult Development Didactics	2002 - 2015
Psychiatry residency curriculum, DHMC, Lebanon, NH	
"Gender, Culture and Spirituality in Psychiatry"	
Didactic module in psychiatry residency curriculum,	
Dartmouth-Hitchcock Medical Center, Lebanon, NH	1997 - 2004
Introduction to Psychiatry, clinical instructor	1993 - 2007
Second year medical student introductory course	
Dartmouth Medical School, Hanover, NH	
Supervision of Psychiatry Interns and Residents	1991 - present
Dartmouth-Hitchcock Medical Center, Lebanon, NH	
"Health, Society, and the Physician," group facilitator,	1995
Dartmouth Medical School fourth year course,	
Department of Family and Community Medicine	
Case Conference Coordinator, Outpatient Psychiatry	1994 - 1996
Third year psychiatry resident training seminar	

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Dartmouth-Hitchcock Medical Center, Lebanon, NH

The Psychology of Women in Health and in Sickness 1991
Undergraduate seminar professor
Dartmouth College, Hanover, NH

Other Professional Activities:

Private Practice Supervision Group	1993 - present
Co-organized Women and Psychiatry module in psychiatry residency curriculum, DHMC, Lebanon, NH	1989 - 1997
Cofounder, regional conference, women & psychiatry	1993 - 1994
Women's Health Faculty Study Group	1990 - 1996
Co-leader, psychodynamic psychotherapy group practicum	1991 - 1993

Invited Presentations:

"The Role of an ObGyn/Psychiatry Liaison Group in Interdepartmental Program Development," North American Society for Psychosocial Obstetrics and Gynecology annual meeting, Santa Fe, NM, Feb. 1996.

"Women and Depression," Dartmouth Medical School elective on Women's Health, October 1995.

"Issues in Working with Difficult Personalities." Regional continuing education program for midwives, October 1994.

"Ego Defenses in Brief Psychotherapy." Psychiatry seminar, DHMC, Dec. 1994.

"Caring for Survivors of Sexual Abuse." in Topics in Primary Care of Women, DHMC, Continuing Medical Education program, November 1992.

"Prenatal Care and Childbirth Issues for Survivors of Childhood Sexual Abuse." Regional continuing education program for midwives, October 1992.

"Postpartum Psychiatric Disorders." Women's Health Faculty Study Group, DHMC, 1992.

"Postpartum Psychiatric Disorders." Dept. of Ob/Gyn, Nursing Division, DHMC, 1992.

"Women and Anger." Regional CME course on The Psychology of Women, Hanover, NH, September, 1993.

"Women and Anger." Women's Health Faculty Study Group, DHMC, 1993.

"Psychiatric Aspects of Pregnancy and the Purpurium." Psychiatry residency seminar, DHMC, April 1993.

"Psychiatric Aspects of Abortion." Psychiatry residency seminar, DHMC, April, 1992.

"Adult Development." Psychiatry residency seminar, DHMC, April, 1991.

"Screening for Psychiatric 'Red Flags'." Women's Information Service (WISE), Lebanon, NH, incorporated into semiannual training program, 1991-present.

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Publications:

Roston, D. An extraordinary team. Community Psychiatrist. A Publication of the American Association of Community Psychiatrists. 32:1. 12-13. April 2018.

Roston, D. Surviving suicide: a psychiatrist's journey. Death Studies. 41:10, 629-634. DOI: 10.1080/07481187I2017.1335547. Routledge Press. 2017. https://doc.org/10.1080/07481187.2017.1335547.

Vaillant, GE, Orav, J,Meyer,S, Vaillant, L, and Roston, D. Late life consequences of affective spectrum disorder. Intl. Psychogeriatrics 8:1-20; 1996.

Roston, D. A Season for Family: One Physician's Choice. Psychiatric Times. Oct. 1993.
Roston, D. On Studying Anatomy. Academic Medicine. 68:2, February 1993.

Roston, D., Lee, K., and Vaillant, GE. A Q-Sort Approach to Identifying Defenses. in Vaillant, GE, editor, Ego Mechanisms of Defense: A Guide for Clinicians and Researchers. Washington, DC: American Psychiatric Press, 1992.

Vaillant, GE, Roston, D, and McHugo, G. An Intriguing Association Between Ancestral Mortality and Male Affective Disorder. Archives of General Psychiatry. 49, 709-715, 1992.

Roston, D. Acupuncture: Possible Mechanisms of Action. The New Physician. Jan 1985.

Roston, D., Editor, Motherhood Symposium Proceedings. Women's Studies Research Center, University of Wisconsin, Madison, WI. 1982.

Roston, D., and Blandford, K. Developing an Evaluation Strategy: A Client Survey Research Model. I Info and Referral Systems. 3:1, 1980.

Roston, D., and Blandford, K., Wisconsin Cancer Information Service User Survey Research Study. Wisconsin Clinical Cancer Center. Madison, WI. 1980.

Contact information:

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603-448-0126
droston@wcbh.org

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CURRICULUM VITAE

NANCY NOWELL

EDUCATION

Predoctoral Internship in Clinical Psychology
Albany Psychology Internship Consortium
Albany, New York
American Psychological Association (APA)-accredited program

Ph.D. (1992): Clinical Psychology
Northern Illinois University (NIU)
APA-accredited program

M.A. (1988): Clinical Psychology
Northern Illinois University (NIU)

B.A. (1985): Psychology
The University of Kansas

CLINICAL EXPERIENCE

February, 2008 - Present: Vice President of Clinical Service organizes the development of all clinical programs within WCBH. Also, develops, implements, and updates clinical procedures to ensure high quality of care.

September 2003 - February 2008: Vice President of Outpatient Operations responsible for planning, organizing, directing and evaluating outpatient clinical services of the WCBH.

March 2002 - September 2003: Vice President of Quality Improvement and Training at WCBH maintaining high standards of care and compliance with requirements stipulated by funding sources and regulatory bodies. Support and guide all quality improvement efforts. Write policies and procedures; serve as resource for quality assurance and improvement activities. Supervise the Risk Management Director and QA Manager.

February 1999 - March 2002: Director of Risk Management at WCBH ensuring all clinical programs maintain high standards of care and were in compliance with requirements stipulated by funding sources and regulatory bodies. Write policies and procedures, develop educational risk management and safety programs and train employees.

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July 1998 - February 1999: Psychologist proving psychotherapy to clients. An active member of the treatment team. Document and coordinate care and offer clinical testing and supervised staff.

July, 1995 - July, 1998: Licensed Clinical Psychologist in group psychology practice. Evaluation, therapy, and psychological testing for adults, families, couples, adolescents, and children. State disability evaluations. Areas of specialization and interest include women's issues; the cognitive-behavioral treatment of eating disorders, depression, and anxiety; marital therapy; adjustment to divorce in adults and children; and grief and loss issues.

July, 1994 - June, 1995: Psychologist in hospital-affiliated outpatient mental health agency, Hurley Mental Health in Burton, Michigan. Therapy and psychological testing for adults, adolescents, and children. ADHD evaluations. Assessment and treatment upon referral from the State child protective services agency. Intake evaluations and triage. Supervision of Limited Licensed Psychologists.

July, 1994- June, 1995: Psychologist in group practice, Center for Personal Growth in Huron Michigan. Therapy for adults, families, couples, adolescents, and children. Specialization in the outpatient treatment of eating disorders, marital therapy, and the treatment of mood and anxiety disorders.

January, 1992 - June, 1994: Counselor at Rensselaer Polytechnic Institute's (RPI) College Counseling Center in Troy, New York. Responsibilities included counseling, assessment (including learning disabilities assessments), frequent on-call duties, crisis intervention, consultation with campus community, health education committee work, supervision of graduate students in training, and participation in quality assurance. Presentations and workshops on suicidal students, family problems, relationship issues, depression, anxiety, stress management , academic underachievement, learning disabilities, adjustment to college, substance abuse, eating disorders, assertiveness, and psychological aspects of sexual harassment.

September, 1990 - August, 1991: Predoctoral intern at Albany Psychology Internship Consortium. Included three four-month rotations on inpatient unit (Albany Medical College), outpatient services (Capital District Psychiatric Center, Albany County Mental Health Clinic), and health/neuropsychology (VA Hospital). Inpatient and outpatient psychotherapy and psychological testing. Year-long family therapy practicum. Training in child custody evaluations. General psychotherapy groups. Weight management and cardiac rehabilitation groups. Presentations on PTSD, grief, panic disorder, eating disorders, and depression. Supervision of externship students from the State University of New York (SUNY) at Albany.

Spring, 1990: Psychology Trainee. Co-led a women's issues therapy group at Family Service Agency in DeKalb, Illinois

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January, 1990 - June, 1990: Behavioral Consultant at Bethesda Lutheran Home in Aurora, Illinois, a residential facility for the developmentally disabled.

Fall, 1989: Neuropsychology Extern at the University of Wisconsin Medical School, Mount Sinai Campus in Milwaukee, Wisconsin, under the supervision of Dr. Kerry Hamsher. Externship provided exposure to assessment and differential diagnosis in neurobehavioral disorders.

July, 1988 - August, 1989: Clinical Assistant at the NIU Psychological Services Center. Responsibilities included conducting individual, child, marital, group, and family psychotherapy; intake interviews; participation in administrative functions; and external workshops.

Spring, 1987 and Spring, 1988: Psychology Trainee. Co-led eating disorders therapy groups at the NIU Counseling and Student Development Center.

August, 1985 - May, 1988: Psychology Trainee. Six semesters of psychotherapy practicum at the NIU Psychological Services Center. Conducted individual and family psychotherapy and intellectual and personality assessments with children and adults.

TEACHING EXPERIENCE

Spring, 1998: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Child Development.

Fall, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology and one section of Abnormal Psychology.

Summer, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. One section of General Psychology.

Spring, 1997: Auxiliary Instructor of Social Sciences at Jefferson Community College. Two sections of General Psychology and one section of Child Development.

Spring 1988: Teaching Assistant for graduate level course at NIU, Clinical Psychology ID: Personality Assessment.

Fall, 1987: Teaching Assistant for graduate level course at NIU, Clinical Psychology 1: Theory and Assessment of Intellectual Functioning.

Spring, 1987: Teaching Assistant for two sections of Introductory Psychology at NIU.
Fall, 1986: Teaching Assistant for two sections of Introductory Psychology at NIU.

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RESEARCH EXPERIENCE

May, 1992: Nowell, N.A.S. Investigation of dimensions associate with bulimic symptomatology. Unpublished Dissertation, Northern Illinois University, DeKalb, Illinois.

August, 1989 - August, 1990: Awarded Dissertation Completion Award from NIU Graduate School.

May, 1988: Sheldon, N.A. & McCanne, T.R. Impulsivity in bulimic syndrome. Presented at the meeting of the Midwestern Psychological Association, Chicago.

November, 1987: Sheldon, N.A. Impulsivity in the bulimic syndrome. Unpublished Thesis, Northern Illinois University, DeKalb, Illinois.

August, 1985 - August, 1986: Research Assistant at NIU. Participated in a wide variety of research activities including design, implementation, and data analysis of psychophysiological studies and eating disorders research.

PROFESSIONAL AFFILIATIONS

American Psychological Association

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Cynthia A. Twombly, MA, MBA, LCMHC

Professional Experience

West Central Behavioral Health, Lebanon, NH **2/2009 - Present**
Vice President Operations
Member of the Executive leadership team responsible for strategic planning, fiscal management, policy setting, and employee relations for a community behavioral health system servicing New Hampshire's Sullivan and Lower Grafton Counties. Work in conjunction with CEO and other members of the Executive Team assessing overall organizational performance against annual budget and business goals. Work collaboratively to develop agency's long-range strategies and solutions to complex issues that arise making sure to optimize resources and minimize risk.

Provide leadership for professional staff in management roles including Quality Improvement, Information Technology, Facilities Management, Administrative Support, Patient Registration, Medical Records, Safety and Child Impact for the agency's six outpatient locations, a senior 16 bed residential facility (Arbor View) and administration facilities.

- Direct oversight of system wide compliance with state, federal, and managed care regulatory requirements and standards.
- Direct the process of continuous process improvement to increase work flow efficiencies and eliminate redundancies for front office, clinical documentation requirements and quality improvement.
- Assess, monitor and impact the agency's managed care quality measures reporting requirements and pay for performance initiatives.
- Oversee and responsible for the application process and reporting requirements for Center of Medicaid and Medicare Services' Merit-Based Incentive Payment System (MIPS), Physician Quality Reporting System (PQRS), the Meaningful Use Incentive, State of NH DHHS and Integrated Delivery Network (IDN) quality reporting measures.
- Assessed and directed the agency's operational needs and implementation of new IT/Software systems: 2 electronic medical records, operations reports system and E-Prescribing.
- Participate as a member of the Internal Quality Improvement Committee developing and implementing agency policy and monitoring procedures.
- Participate as a member of external committees and stakeholders:
    - Integrated Delivery Network (IDN-1) Integrated Care Implementation Committees (4)
    - Greater Sullivan County Public Health Network strategizing and implementing public health improvements.
    - NH Citizen's Health Initiative Behavioral Health Integration Learning Collaborative
    - Upper Valley & Greater Sullivan County Emergency Preparedness Assessment and Strategy Development Committees
- Provide leadership and guidance implementing the agency's goals as a member of the New England Practice Transformation Network initiative that is charged to improve quality care and impact health care reform by CMS.
- Contribute to the Board of Directors Development Committee as a member supporting fundraising and advocacy for
- Provided leadership to the agency's signature 2 day fundraiser including oversight of Steering Committee and 50+ event volunteers.
- Collaboratively developed the agency's annual $10 million budget with previous Chief Financial Officer's including working with Clinical Program Directors on budget planning and forecasting.
- Directed the relocation process impacting four Sullivan County outpatient facilities including lease negotiation, facility fit-up/design, and sale of real estate.

Center for Life Management, Derry, NH **10/2007 - 1/2009**
Director, Integrated Care
- Developed an Integrated Service Delivery Model including operations, financial projections, policies, and marketing strategy targeted to Primary Care and Specialty Physician practices for growth and development of services into locations within the Rockingham County region.
- Developed new programs and services in collaboration with Parkland Medical Center's Executive Team. Developed and maintained physician relationships to increase referral base and improve quality of care for patients.
- Improved community awareness and brand through a collaborative effort with marketing consultant including development and production of a regional community television program and a testimonial video production.
- Developed a strategic plan to partner the targeted community, Major Gift's effort, medical system community and the organization through an inaugural charity event to increase awareness and fund development
- Contributed to of the Board of Directors Development Committee as member supporting fundraising and advocacy for CLM.

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Affiliated with Nashua Medical Group, Harvard Pilgrim Health Plan, Nashua, NH

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.
- Coached/trained individuals and groups in skills for career development, work relationship dynamics, problem solving, goal setting, personality preference/typing, stress management and wellness.
- Contracted EAP consultant/counselor services to local businesses and corporations.
- Provided corporate and business training in leadership, team development/dynamics, effective communication, conflict resolution, and stress and change management.

Southern NH Health Systems, Nashua, NH **10/1998 - 8/2001**
Director

- Contributed to the strategic planning, development and implementation of an integrative prevention health center including staffing of providers and administration, fit-up, design, operations, forecasting and budgetary responsibilities.
- Participated in the development of a strategic marketing plan for the health center including branding, naming, logo development, and creation of advertisements and media role-out.
- Recruitment and hiring of physicians, support staff and allied health professionals.

Center for Life Management, Salem, NH **5/1997 - 2000**
Fee for Service Clinician

- Provided in-depth needs assessment and treatment for adults/adolescents, couples, families to improve cognitive, emotional and behavioral functioning and symptoms.

Southern NH Health Systems, Nashua, NH **5/1993 - 10/1998**
Cardio-Pulmonary Rehab, Clinical

- Developed and managed chronic disease and prevention programs within the Cardio-Pulmonary and Community Health Department.
- Provided physical conditioning, reconditioning, risk factor reduction and education through exercise prescription, supervised exercise and educational programs.
- Interfaced with Senior Management, Physician Committees and Chief of Staff for growth and development of integrated programs within the Southern New Hampshire Medical Center System.
- Participated as a member for the development and management of hospital wide wellness programs and pain management committees.

Nashua Downtown Development, Nashua, NH **9/1987 - 2/1993**
Business/Community Development Director

- Reported directly and accountable to Board of Directors.
- Budgetary responsibility and fiscal management
- Recruited/solicited businesses to relocate/expand to the Downtown region of Nashua, NH.
- Responsible for all media communications including television, radio and newspapers.
- Wrote and published a quarterly newsletter.
- Advocated/collaborated with city and state government, arts, business, property owners and corporate leaders to support the mission of the organization.
- Developed and oversaw large scale community events for the region.

Additional Previous Experience:

Wellness Consultants of New England - Owner

- Provided corporate wellness, fitness and health education program services.

Matthew Thornton Health Plan

- Wellness Educator for the health plan's corporate employers provided cholesterol and glucose screening, fitness assessments, wellness education for the health plan's corporate employers in New England.

Sanders Associates, Nashua, NH

- Cost Accountant in a manufacturing defense corporation

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Education

Masters in Business Administration - Rivier College, 2001
Masters of Arts, Department of Education, Counseling - Rivier College, 1997
Bachelors of Arts, Department of Psychology, Psychology - Rivier College, 1993
Associates Degree, Department of Business, Accounting - Hesser College, 1987

Professional Clinical License/Certifications

Licensed Clinical Mental Health Counselor - State of NH #336, 1999 - Present
Exercise Specialist Certification - Springfield College, 1985

Clinical Mental Health Counselor Internship

Center for Life Management, Salem, NH - 9/1996 - 5/1997

Adjunct Faculty Academic Posts

Granite State College, Psychology Department, Lebanon, NH, 1/2011 - 12/2011
Courses facilitated: Human Development
Abnormal Psychology

Rivier College, Graduate Business Department, Nashua, NH, 1/2002 - 6/2007
Courses facilitated: MBA Program: Health Care Administration
Marketing
Strategic Marketing Management

New Hampshire Community College, Psychology and Human Services Departments, Nashua, NH, 8/2001 - 6/2007
Courses facilitated: Human Relations in the Organization
Human Development
Introduction to Psychology
Family Assessment and Dynamics

Community Leadership

VHN of NH and VT - Board Trustee - 2016 - Present
Chair - VNH of NH and VT Governance Committee - 2017 - Present
VNH of NH and VT - CEO Search Committee Member - 2017 – 2018
Upper Valley Leadership Governance Committee 2017- Present
Upper Valley Leadership Institute - Class 2016
Toastmasters International, Manchester, NH - 2005 - 2009
South Pines Homeowners Association, Conway, NH - Treasurer - 2006 - Present
City of Nashua, Mayor Donchess's Childcare Commission - Former
YWCA, Nashua, NH - Board Member - Former

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ROBERT GONYO

♦♦♦

EXPERIENCE

Accounting Manager ***2014 – Present***
Lake Sunapee Bank
Newport, New Hampshire

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

Revenue Manager ***2013 – 2014***
Lutheran Social Services / Ascentria Care Alliance
Concord, New Hampshire

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

Fiscal Director ***2008 – 2013***
Community Alliance of Human Services
Newport, New Hampshire

- Responsible for all fiscal service operations including all monthly, quarterly and annual reporting requirements.
- Post all general ledger entries and reconcile all bank accounts.
- Oversee all accounts receivable (including Medicare, Medicaid & private pay billings), accounts payable, payroll and collection efforts.
- Responsible for preparing annual operating budgets for a multi company organization.
- Manage daily cash flow requirements.
- Implement internal controls in the areas of accounts payable, accounts receivable and payroll. Provided quarterly reporting requirements for various local, county, state and federal grants and

assisted with grant writing proposals.
- Work with Board of Director's, management team and staff to provide financial analysis.
- Oversee annual certified audit.
- Perform monthly financial statement reviews with Directors.
- Implement accounting software upgrade and facilitated the moving of payroll processing from an external source to internal processing.
- Experienced EIV Coordinator for HUD subsidized 40 unit elderly housing complex.
- Responsible for completing annual Medicare Cost Report for a Home Health Agency.
- Manage and direct Staff Accountant.

Revenue Control Accountant ***2003 – 2008***
NFI North
Contoocook, New Hampshire

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

Controller ***2002 – 2003***
Brattleboro Reformer / Town Crier
Brattleboro, Vermont

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

Controller ***1998 – 2002***
Merriam-Graves Corporation
Charlestown, New Hampshire

- Responsible for preparing monthly financial statements in a multi-corporate environment, providing financial support for 4 corporations including cost center financial statements for 34 multi state branch locations, corporate consolidations and monthly/quarterly reporting requirements.
- Manage daily cash flow and line of credit for all locations.
- Coordinated local banking relationships into a primary centralized corporate account for maximum utilization of funds.
- Worked in conjunction with the CFO to reorganize the corporate structure to create efficiencies and reduce costs.
- Provide analysis and support to all levels of management and staff.
- Ensure the accuracy of month-end closings and the integrity of the general ledger.

- Responsible for A/P, A/R, P/R, managing fixed assets, all state sales and use tax reporting and the preparation for the annual certified audit.
- Design and maintain internal controls, standardize internal policy and procedures throughout the company.
- Developed and instituted an internal branch audit system, providing an independent confirmation of inventories and cash management.
- Successfully integrated 5 acquisitions into the corporate financial structure.
- Direct a staff of 7 reporting directly to the Chief Financial Officer.

Assistant Comptroller ***1992 – 1998***
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

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

Staff Accountant ***1988 – 1992***
Wakeman Industries, Inc. (Merriam-Graves Corporation)
Charlestown, New Hampshire

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

Office Administrator ***1984 – 1987***
Suburban Realty, Inc.
Manchester, New Hampshire

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

EDUCATION

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

PROFESSIONAL AFILIATIONS

Serves as the Board Treasurer to Housing for the Elderly and Handicapped of Newport, Inc.
Newport, New Hampshire

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SUSAN J. WHITE, MA, PHR

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

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

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

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

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

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

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LEDDY GROUP | Lebanon, NH
June 2015-August 2015

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

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

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

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

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

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

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

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

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

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

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

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Susan J. White

EDUCATION & PROFESSIONAL CREDENTIALS

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

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

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

OSHA 10-Hour General Industry certification

PROFESSIONAL HR AFFILIATIONS

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

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Dave Celone

A creative and experienced non-profit advancement professional skilled in many aspects of fundraising, donor relations, foundation & corporate relations, development writing, marketing, major & annual gift programs, alumnx & community relations, campaign management, and social media marketing.

EXPERIENCE

2019 – present — West Central Behavioral Health
Lebanon, NH
Director of Development & Community Relations

Manage the development and community relations departments for this $10 million non-profit community mental health center that operates regionally with offices in Claremont, Lebanon, and Newport, NH. Report to the CEO/President with board committee oversight responsibilities.

2012 – present — Advancement Consulting Services
Lyme, NH and Thetford, VT
Principal and Consultant

Provide campaign strategy, fundraising, marketing, social media, media, and alumnx & community relations consulting services to clients locally and internationally.

2013 – 2019 — Herecast.us/Subtext Media
White River Junction, VT
Freelance Writer

Freelance writer/blogger for Herecast.us and its predecessors Dailyuv.com and Theuppervalley.com, regional online providers of news, events, and classified listings to the greater New England area.

2019 (Feb – Apr) — Dartmouth College Skiway
Lyme, NH
Temporary Position

Assist the Dartmouth Skiway operations team as directed by the Skiway director including helping the Skiway's social media efforts and regional media presence for the annual Skiway Pond Skim fundraising event to benefit Special Olympics of NH.

2014 – 2018 — Long River Gallery & Gifts
White River Junction, VT and Lyme, NH
Principal and Manager

Responsible for all aspects of management, retail sales, product sourcing, marketing, content development, events, and PR for this fine art and craft gallery featuring works from over 150 regional artists and artisans. Managed 30 artists to staff gallery. Curated art shows onsite and offsite, worked with local businesses, the Town of Hartford, and State of VT to promote the arts regionally. Wrote & published articles, ad copy, and social media postings for Long River Gallery & Gifts and other local businesses to define, expose, and broaden the WRJ market. Sold business, July 2018.

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2003 – 2012 TUCK SCHOOL OF BUSINESS AT DARTMOUTH COLLEGE
Hanover, NH
Director of Development, Annual Giving and Alumni Relations

Responsible for raising major/capital gift and unrestricted operating revenue from Tuck alumni and friends. Solicited individual gifts up to $25 million. Worked with private foundations to write and submit grant applications for restricted gifts. Managed the Tuck Annual Giving program to grow its alumni participation and revenue targets. Set strategy for campaigns, generated reporting mechanisms to track progress. Managed reunion activities and events. Worked with Board of Overseers and other boards/committees at Tuck and Dartmouth College. Worked with Tuck faculty and Dartmouth trustees. Oversaw more than 2,000 alumnae/i fundraising volunteers worldwide including Tuck's Corporate Giving and International Giving campaigns. As director of alumnae/i relations, instituted and managed the Tuck Alumni Lifelong Learning (TALL) program. Wrote copy for all Tuck Annual Giving campaigns and programs including solicitation pieces, corporate and international campaigns, volunteer manuals and training materials, and C-level solicitation communications from the Dean and other faculty members. Drafted/edited press releases in concert with Tuck Media Relations. Interfaced with *Financial Times*, *Wall Street Journal*, The NY Press Club, *Currents Magazine*, *The Chronicle of Higher Education*, *Poets & Quants*, and other media outlets to pitch stories. Developed and executed a social media presence for Tuck, as well as an online video platform for Tuck Annual Giving and the Tuck Alumni Lifelong Learning program. Created and managed Tuck's Student Advisory Board. Inducted as honorary member of Tuck Class of 1976.

2005 – 2006 UPPER VALLEY LAND TRUST
Lebanon, NH
Director of Development

Managed all aspects of fundraising for this local non-profit in concert with Executive Director.

2005 – 2006 TUCK SCHOOL OF BUSINESS
Hanover, NH
Consultant

Development, database, and technology consultant during a one-year leave from Tuck to pursue community-focused activities with the Upper Valley Land Trust.

1998 – 2003 DARTMOUTH COLLEGE/THE DARTMOUTH COLLEGE FUND
Hanover, NH
Acting Co-Executive Director, Deputy Director, Associate Director

Responsible for all aspects of strategy, management, reporting, class-based fundraising, and volunteer management for this annual giving program of 40 staff members. Involved with Dartmouth Board of Trustees, faculty, and staff across university divisions. Oversaw major alumni fundraising reunion events. Developed strong database and technology skills. Wrote campaign press releases for internal and external audiences. Wrote copy for solicitation pieces and class fundraising newsletters. High-level committee and community involvement within and outside Dartmouth College and its Ivy League peer schools. Promoted from Associate Director to Deputy Director, to Acting Executive Director. Inducted as honorary member of Dartmouth Class of 1979.

1995 – 1998 VERMONT LAW SCHOOL
South Royalton, VT
Director of Annual Giving

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Managed all aspects of the Vermont Law School annual giving program. Worked with Board of Trustees. Developed class-based volunteer program to increase overall revenue and participation.

1992 – 1995 BLACK, BLACK & DAVIS
White River Junction, VT
Attorney

Practiced Real Estate, Family, Medical Malpractice, Trusts, Small Business, Municipal, and Contracts law. Represented clients in civil and criminal court matters in VT.

1984 – 1992 INTERNATIONAL BUSINESS MACHINES (IBM)
Hamden, CT and Tarrytown, NY
Account Marketing Representative; Staff Accountant

Responsible for sales and marketing of IBM hardware, software, and services to cross-industry clients in southern CT. Developed expertise in financial services and manufacturing. Achieved IBM Hundred Percent Clubs for exceeding sales targets and goals. (Educational leave of absence to attend law school from 1989-1992 while working summers at IBM in Hamden, CT and White Plains, NY.) Staff accountant in vendor and employee accounts payable responsible for >$1 million per day in payables.

EDUCATION

2012 – 2014	VERMONT COLLEGE OF FINE ARTS, MASTER OF FINE ARTS IN WRITING	Montpelier, VT
1989 – 1992	VERMONT LAW SCHOOL, *JURIS DOCTOR* (MOOT COURT FINALIST)	S. Royalton, VT
1980 – 1984	QUINNIPIAC UNIVERSITY, BA IN ENGLISH, AS IN ACCOUNTING, MINOR IN SPANISH *(MAGNA CUM LAUDE;* PRESIDENT/PRODUCER/ACTOR, QUINNIPIAC COLLEGE THEATRE WORKSHOP: PRODUCTIONS INCLUDED *ROCKY HORROR PICTURE SHOW* AS A FUNDRAISER, *HARVEY, OKLAHOMA, SOLID GOLD CADILLAC, PIPPIN*)	Hamden, CT
1984	ALLIANCE FRANÇAISE, SUMMER FRENCH LANGUAGE PROGRAM	Paris, France
1983	UNIVERSITY OF SALAMANCA, SUMMER SPANISH LANGUAGE PROGRAM	Salamanca, Spain

PROFESSIONAL MEMBERSHIPS

Member, Bars of the Vermont and Connecticut Supreme Courts (inactive & retired status), 1992 and 1995 - present
Member, Council for Advancement and Support of Education, 1995 - 2012
Member, Association of Fundraising Professionals, 1999 – 2010

BOARD/COMMITTEE EXPERIENCE

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Founder & Member, VCFA Student Diversity Committee, 2013-2014
Member and Chair, numerous search committees at Dartmouth and Tuck, 1998 - 2012
Member, Upper Valley Trails Alliance Board of Trustees, 2009 - 2011
Member, Thetford Academy Board of Trustees, 2006 - 2009
Founding Member, Thetford, VT Diversity Forum, 2004 - 2007
Member, Thetford School Board of Directors, 2003 – 2005

OTHER

Founder and Organizer, Lampshade Poets of the Upper Valley (2013 – present)
Volunteer, The Upper Valley Haven "19 Days of December," a B2B fundraising program for regional homeless shelter (2015 – 2018)
Founder & Volunteer, Lyme, NH "Skating on the Common Project" to develop and maintain a public skating rink on the Lyme town green (2014 – 2017)

PERSONAL

I've raced sailboats of all sizes and have sailed small boats through the Windward Islands and San Juan Islands, as well as from Martinique to Bonaire, Key West to Biloxi, and Miami to Baltimore offshore. I enjoy most outdoor activities including Nordic skiing, ice hockey, Nordic skating, bicycling, and hiking. I enjoy reading and writing poetry, fiction, and non-fiction.

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Key Personnel 6-10-21

Roger Osmun, PhD.	President/CEO	$170,000	0.00%	$0
Robert Gonyo	CFO	$92,700	0.00%	$0
Nancy Nowell	VP Clinical Services	$97,850	1.00%	$979
Cynthia Twombly	VP Operations	$92,700	0.50%	$464
Diane Roston, MD	Medical Director	$122,853	0.00%	$0
Dave Celone	Director of Development and Community Relations	$65,000	0.00%	
Susan White	Director of Human Resources	$66,950	0.00%	
				$1,443

020-120-13-12 RCVD

mac

13

Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	***$8,643,679***	***$1,354,971***	***$9,998,650***

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and West Central Services, Inc. d/b/a West Central Behavioral Health, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 9 Hanover Street, Suite 2, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), 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, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

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

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Govemor and Executive 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

10/7/2020
Date

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

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

10/5/2020
Date

DocuSigned by:
Roger W. Osmun, Ph.D.
Name: Roger W. Osmun, Ph.D.
Title: President and CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

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

OFFICE OF THE ATTORNEY GENERAL

10/13/2020
Date

DocuSigned by:
D5CA8202E12C4AE...
Name: Catherine Pinos
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: C69175A2-4388-4940-8EA2-668A41788A31

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

DS

Contractor Initials

Date 10/5/2020

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

Jeffrey A. Meyers
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

August 13, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177276-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name West Central Services, Inc. DBA West Central Behavioral Health		1.4 Contractor Address 9 Hanover Street, Suite 2 Lebanon, NH 03766	
1.5 Contractor Phone Number 603-448-0126	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Natahn D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Suellen Griffin, President/CEO	

1.13 Acknowledgement: State of New Hampshire, County of Grafton

On July 24, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

ROBERT T. GONYO, Notary Public
State of New Hampshire
My Commission Expires August 2, 2022

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/4/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials SS
Date 7/24/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials _____
Date 7/24/19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials SS
Date 7/29/19

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

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

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

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

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

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

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, whch does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 41,358.00	$ -	$ 41,358.00	$ -	$ -	$ -	$ 41,358.00	$ -	$ 41,358.00
2. Employee Benefits	$ 12,407.00	$ -	$ 12,407.00	$ -	$ -	$ -	$ 12,407.00	$ -	$ 12,407.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 225.00	$ -	$ 225.00	$ -	$ -	$ -	$ 225.00	$ -	$ 225.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
Postage	$ 270.00	$ -	$ 270.00	$ -	$ -	$ -	$ 270.00	$ -	$ 270.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
Insurance	$ 675.00	$ -	$ 675.00	$ -	$ -	$ -	$ 675.00	$ -	$ 675.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
9. Software	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 563.00	$ -	$ 563.00	$ -	$ -	$ -	$ 563.00	$ -	$ 563.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin		$ 7,292	$ 7,292	$ -	$ -	$ -		$ 7,292	$ 7,292
TOTAL	$ 60,749	$ 7,292	$ 68,041	$ -	$ -	$ -	$ 60,749	$ 7,292	$ 68,041

Indirect As A Percent of Direct: 12.0%

Contractor Initials: [illegible]
Date: 7/24/19

DocuSign Envelope ID: C69175A2-4388-4940-8EA2-668A41788A31

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: West Central Services, Inc. DBA West Central Behavioral Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 660.00	$ -	$ 660.00	$ -	$ -	$ -	$ 660	$ -	$ 660.00
14. Admin		$ 9,722	$ 9,722	$ -	$ -	$ -		$ 9,722	$ 9,722
TOTAL	$ 81,017	$ 9,722	$ 90,739	$ -	$ -	$ -	$ 81,017	$ 9,722	$ 90,739

Indirect As A Percent of Direct: 12.0%

Contractor Initials: SS
Date: 7/24/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws**: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination**: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation**: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings**: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks**: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments**: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase**: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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:

7/24/19
Date

Name: Suellen Griffin
Title: President/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:

7/24/19
Date

Name: Suellen Griffin
Title: President/CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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.

Vendor Name:

7/24/19
Date

Suellen Griffin
Name: Suellen Griffin
Title: President/CEO

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

The Vendor 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:

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

7/24/19
Date

Name: Suellen Griffin
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 Vendor 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 Vendor 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.

Vendor Name:

7/24/19
Date

Name: Suellen Griffin
Title: president / CEO

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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	West Central Behavioral Health
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Suellen Griffin
Name of Authorized Representative	Name of Authorized Representative
Director	President / CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/24/19
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

Vendor Name:

7/24/19
Date

Name: Suellen Griffin
Title: President/ CEO

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Vendor 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 DUNS number for your entity is: 15-088-3402

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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program 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., d/b/a Genesis, ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), 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, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022

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

   $12,720,524

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021, and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1 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 items as specified in Exhibit B-1 Budget through Exhibit B-4, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

    12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4, Amendment #2 Budget, 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, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

6/16/2021
Date

DocuSigned by:
Katja Fox
ED8005B04C83442...
Name: Katja Fox
Title: Director

The Lakes Region Mental Health Center, Inc.,
d/b/a Genesis Behavioral Health

6/15/2021
Date

DocuSigned by:
Margaret M. Pritchard
3F04E7989C85484...
Name: Margaret M. Pritchard
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

6/16/2021
Date

DocuSigned by:
Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

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2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

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2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

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2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

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who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, ~~such~~ as

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essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Integrative Housing Voucher Program (IHVP)

3.1. The Contractor shall accept applications from individuals in need of Integrative Housing Voucher Program (IVHP) services. The Contractor shall:

3.1.1. Assist individuals, who are not currently connected to the Community Mental Health Center (CMHC), with completing IVHP applications;

3.1.2. Review all IVHP applications for completeness and to ensure application requirements have been met;

3.1.3. Complete criminal background checks and registered criminal offender checks for all individuals applying for IVHP; and

3.1.4. Send completed applications to the Department for approval.

3.2. The Contractor shall facilitate enrollment into the IHVP for individuals found eligible by the Department for services in addition to finalizing individualized housing plans within 30 days from the receipt of the initial referral for services.

3.3. The Contractor shall develop IHVP individualized housing plans, which include, but are not limited to services described in Section 2.5 and Section 2.6.

3.4. The Contractor shall initiate IHVP individual housing services within 15 days of finalizing the individualized housing plan. The Contractor shall ensure services include, but are not limited to, services described in Subsection 2.6.

3.5. The Contractor shall provide a reasonable amount of housing unit leads for individuals enrolled in the IVHP, as agreed upon by the Department.

3.6. The Contractor shall ensure access to and delivery of housing support services to any individual receiving IHVP services, as described in Subsection 2.8 through Section 2.15.

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4. Phoenix System

4.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

4.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

4.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

4.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

4.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

4.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

4.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

4.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

4.4. The Contractor shall meet the following data entry standards:

4.4.1. 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.

4.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

4.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

4.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

5. Staffing

5.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

5.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

5.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

6. Reporting

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

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

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

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

6.2. The Contractor shall notify the Department, in writing, each month of:

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

6.2.2. The names of individuals who have passed away, and the date of their passing.

6.2.3. The date an individual signs a lease, including date of move-in.

6.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

6.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

6.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

6.3.1.1. Transportation.

6.3.1.2. Substance use disorder services.

6.3.1.3. Access to mental health services;

6.3.1.4. Access to medical healthcare.

6.3.1.5. Unit safety.

6.3.1.6. Permanent housing transition;

6.3.1.7. Financial hardship.

6.3.2. Barriers experienced by the Contractor.

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

6.3.4. Number of individuals who received an eviction notice due to their behaviors.

6.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the

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Department, in the format; content, completeness, frequency, method and timeliness as specified by the Department.

7. Performance Measures

7.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

7.2. The performance measures will be designated to evaluate:

7.2.1. Percentage of individuals receiving housing services.

7.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

7.2.3.1. Individuals who have experienced homelessness;

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

7.2.3.3. Individuals who were incarcerated; and

7.2.3.4. Individuals who were admitted to NHH.

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

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

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Lakes Region Mental Health Center, Inc. d/b/a Genesis

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 16,543	$ -	$ 16,543	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		0.0%							

Contractor Initials MMP

Date 6/15/2021

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Exhibit B-4 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Lakes Region Mental Health Center, Inc. d/b/a Genesis

Budget Request for: Integrative Housing Voucher Program

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 60,000	$ -	$ 60,000	$ -	$ -	$ -	$ 60,000	$ -	$ 60,000
2. Employee Benefits	$ 18,000	$ -	$ 18,000	$ -	$ -	$ -	$ 18,000	$ -	$ 18,000
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 2,500	$ -	$ 2,500	$ -	$ -	$ -	$ 2,500	$ -	$ 2,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500	$ -	$ -	$ -	$ 500		$ 500
9. Software	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 625	$ -	$ 625	$ -	$ -	$ -	$ 625	$ -	$ 625
Client Funds	$ 8,250	$ -	$ 8,250	$ -	$ -	$ -	$ 8,250	$ -	$ 8,250
Rental Vouchers	$ 214,500	$ -	$ 214,500	$ -	$ -	$ -	$ 214,500		$ 214,500
14. Admin	$ 36,977	$ -	$ 36,977	$ -	$ -	$ -	$ 36,977	$ -	$ 36,977
TOTAL	$ 345,122	$ -	$ 345,122	$ -	$ -	$ -	$ 345,122	$ -	$ 345,122

Indirect As A Percent of Direct 0.0%

Contractor Initials MMP
Date 6/15/2021

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: **0005380007**

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 11th day of June A.D. 2021.

William M. Gardner
Secretary of State

DocuSign Envelope ID: 3988A25A-28EC-4321-BAA7-F9B913DFD948

CERTIFICATE OF AUTHORITY

I, Matthew Soza, 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 22, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Margaret M. Fritzhard, CEO (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 **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 22, 2021

Matthew Soza
Signature of Elected Officer
Name: Matthew Soza
Title: Co-Treasurer

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/24/2021

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

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

PRODUCER Cross Insurance-Laconia 155 Court Street Laconia NH 03246	CONTACT NAME: Sarah Cullen, AINS, ACSR 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		
INSURED Lakes Region Mental Health Center, Inc., DBA: Genesis Behavioral 40 Beacon Street East Laconia NH 03246	INSURER B : ACE Property & Casualty Ins Co		
	INSURER C : New Hampshire Employers Ins Co		13083
	INSURER D :		
	INSURER E :		
	INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** CL2162461712 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:			SVRD37803601011	06/26/2021	06/26/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Employee Benefits Liab	$ 1,000,000 $ 250,000 $ 25,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			CALH08618574011	06/26/2021	06/26/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 2,000,000 $ $ $ $ 1,000
B	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			XOOG25518540011	06/26/2021	06/26/2022	EACH OCCURRENCE AGGREGATE	$ 4,000,000 $ 4,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC-600-4000907-2021A	06/26/2021	06/26/2022	[X] PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liability			OGLG2551682A011	06/26/2021	06/26/2022	Each Incident Aggregate	5,000,000 7,000,000

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

BBH contract
McGrath Street
Bridge and Bridge Subsidy contracts

CERTIFICATE HOLDER

State of New Hampshire Department of Health & Human Services
129 Pleasant Street
Concord NH 03301-3857

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

Our Mission:

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 communities.

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.

Our Values:

R espect	We conduct our business and provide services with respect and professionalism.
A dvocacy	We advocate for those we serve through enhanced collaborations, community relations and political actions.
I ntegrity	We work with integrity and transparency, setting a moral compass for the agency.
S tewardship	We are effective stewards of our resources for our clients and our agency's health.
E xcellence	We are committed to excellence in all programming and services.

(Revised & Approved by the Board of Directors, 9/15/2015)

The Lakes Region Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2020

The Lakes Region Mental Health Center, Inc.
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June 30, 2020

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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.

We have audited the accompanying financial statements of The Lakes Region Mental Health Center, Inc. (a nonprofit organization) which comprise of the statement of financial position as of June 30, 2020, and the related statement of activities and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility 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 Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

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, 2020, 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.

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 13-16 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 information is fairly stated in all material respects in relation to the financial statements as a whole.

Kittell, Branagan + Sargent

St. Albans, Vermont
September 30, 2020

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2020

ASSETS

CURRENT ASSETS	
Cash	$ 4,270,465
Investments	1,730,350
Accounts receivable (net of $1,676,000 allowance)	980,344
Prepaid expenses and other current assets	56,457
TOTAL CURRENT ASSETS	7,037,616
PROPERTY AND EQUIPMENT - NET	5,695,451
TOTAL ASSETS	$ 12,733,067

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 151,612
Current portion long-term debt	869,890
Accrued payroll and related	721,472
Deferred income	336,652
Accrued vacation	394,151
Accrued expenses	62,791
TOTAL CURRENT LIABILITIES	2,536,568
LONG-TERM DEBT, less current portion	
Notes and Bonds Payable	5,255,763
Less: unamortized debt issuance costs	(86,992)
TOTAL LONG-TERM LIABILITIES	5,168,771
TOTAL LIABILITIES	7,705,339
NET ASSETS	
Net assets without donor restrictions	5,027,728
TOTAL LIABILITIES AND NET ASSETS	$ 12,733,067

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, 2020

	Net Assets without Donor Restrictions
PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 375,343
State of New Hampshire - BBH	710,479
Other public support	294,591
Total Public Support	1,380,413
Revenues -	
Program service fees	12,694,063
Rental income	85,938
Other revenue	492,378
Total Revenues	13,272,379
TOTAL PUBLIC SUPPORT AND REVENUES	14,652,792
EXPENSES	
BBH funded program services -	
Children Services	2,854,685
Multi-service	6,216,852
ACT	1,243,654
Emergency Services	1,157,090
Housing Services	876,871
Non-Eligible	481,365
Non-BBH funded program services	1,338,732
TOTAL EXPENSES	14,169,249
INCREASE IN NET ASSETS FROM OPERATIONS	483,543
OTHER INCOME	
Gain on sale of fixed asset	212,252
Investment income	56,651
TOTAL OTHER INCOME	268,903
TOTAL INCREASE IN NET ASSETS	752,446
NET ASSETS, beginning	4,275,282
NET ASSETS, ending	$ 5,027,728

See Notes to Financial Statements.

The Lakes Region Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 752,446
Adjustments to reconcile to net cash provided by operations:	
Depreciation and Amortization	302,827
Gain on sale of asset	(212,252)
Unrealized loss on investments	56,102
(Increase) decrease in:	
Accounts receivable	264,679
Prepaid expenses	87,127
Increase (decrease) in:	
Accounts payable & accrued liabilities	134,169
Deferred income	236,617
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,621,715
CASH FLOWS FROM INVESTING ACTIVITIES	
Proceeds from sale of assets	290,940
Purchases of property and equipment	(201,616)
Net investment activity	(110,252)
NET CASH (USED) BY INVESTING ACTIVITIES	(20,928)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from issuance of debt	1,687,500
Principal payments on long-term debt	(103,988)
NET CASH PROVIDED BY FINANCING ACTIVITIES	1,583,512
NET INCREASE IN CASH	3,184,299
CASH AT BEGINNING OF YEAR	1,086,166
CASH AT END OF YEAR	$ 4,270,465
SUPPLEMENTAL DISCLOSURE	
Cash Payments for Interest	$ 126,950
Fixed Assets Acquired through Acquisition of Long-Term Debt	$ 249,537

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 to the appropriate program expense based on the percentage of actual time spent on the programs.

Revenue
Revenue from federal, state and other sources is recognized in the period earned.

Client Service Revenue
The Center recognizes client service revenue relating to services rendered to clients that have third-party payer coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payer programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. 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, 2020 totaled $11,519,963, of which $11,370,140 was revenue from third-party payers and $149,823 was revenue from self-pay clients.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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 Orgnizations" (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.

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.

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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

The allowance for doubtful accounts was $1,676,000 and $906,500 for the years ended June 30, 2020 and 2019. Total patient accounts receivable increased to $2,135,814 as of June 30, 2020 from $1,871,450 at June 30, 2019. As a result of changes to payer mix present at year end the allowance as a percentage of total accounts receivable increased from 48% to 78% of total patient accounts receivable.

Advertising
Advertising costs are expensed as incurred. Total costs were $92,537 at June 30, 2020 and consisted of $56,863 for recruitment and $35,674 for agency advertising.

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 program service fees is from participation in the State and Managed Care Organization sponsored Medicaid programs for the year ended June 30, 2020. 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.

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. Additionally, please refer to Note 14 regarding MOE being waived for the entire year ended June 30, 2020.

NOTE 3 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, buildings and improvements	$ 107,600
Buildings and improvements	5,911,379
Computer equipment	1,097,638
Furniture, fixtures and equipment	657,701
Vehicles	139,738
Artwork	26,925
Construction in progress	380,755
	8,321,736
Accumulated depreciation	(2,626,285)
NET BOOK VALUE	$ 5,695,451

NOTE 4 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE – TRADE	
Due from clients	$ 155,294
Receivable from insurance companies	695,944
Medicaid receivables	955,885
Medicare receivables	328,691
	2,135,814
Allowance for doubtful accounts	(1,676,000)
Total Receivable - Trade	459,814
ACCOUNTS RECEIVABLE – OTHER	
Bridge Subsidy	11,482
HUD	8,103
State of New Hampshire - Surge Center	140,500
LTCS	85,500
BBH - Bureau of Behavioral Health	23,130
Lakes Region Healthcare	56,234
MCO Directed Payments	125,224
Other Grants and Contracts	70,357
Total Receivable - Other	520,530
TOTAL ACCOUNTS RECEIVABLE	$ 980,344

NOTE 5 LINE OF CREDIT

As of June 30, 2020, the Center had available a line of credit with an upper limit of $1,000,000 with a local area bank. At that date, $-0- had been borrowed against the line of credit. These funds are available at a variable rate of interest, with a floor no less than 4.0% per annum, currently 5.50%. The availability under this line will be limited to 70% of the current market value of the Vanguard Funds which have been pledged to the local area bank. This line of credit expires June 9, 2021.

NOTE 6 COMMITMENTS

The corporation leases real estate and equipment under various operating leases. Minimum future rental payments under non cancelable operating leases as of June 30, 2020 for each of the next four years and in the aggregate are:

June 30,	Amount
2021	$ 64,329
2022	41,127
2023	41,127
2024	41,127

Total rent expense for the year ended June 30, 2020, including rent expense for leases with a remaining term of one year or less was $132,727.

NOTE 7 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, 2020 the total contributions into the plan were $116,449. Total administrative fees paid into the plan for the year ended June 30, 2020 were $13,679.

NOTE 8 LONG-TERM DEBT

As of June 30, 2020, 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) beginning in June 2019. Secured by building through June, 2047.	$4,188,616
4.45% note payable - Meredith Village Savings Bank. Interest only July 2020 - December 2020 then installments of $993 (principal a and interest). Secured by building through November, 2030.	96,000

NOTE 8 LONG-TERM DEBT (continued)

4.45% construction loan - Meredith Village Savings Bank. Interest only July 2020 - December 2020 then installments of $3,247 (principal a and interest). As of June 30, 2020 there is $390,463 remaining to be drawn on this note for a total available of $544,000. Secured by building through November, 2040.	153,537
1.0% PPP loan payable - Meredith Village Savings Bank. Interest accrued April 2020 - November 2020 then monthly installments of $94,494 (principal and interest). Due April, 2022.	1,687,500
	6,125,653
Less: Current Portion	(869,890)
Total long-term debt	5,255,763
Less: Unamortized debt issuance costs	(86,992)
Total Long-Term Debt net with Related Costs	$5,168,771

Expected maturities for the next five years are as follows:

Year Ending June 30,	
2021	$ 869,890
2022	1,078,142
2023	142,053
2024	146,742
2025	151,591
Thereafter	3,737,235
	$ 6,125,653

NOTE 9 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 10 INVESTMENTS

Investments consist of amounts invested in various Vanguard Equity and Bond Funds. At June 30, 2020, the status of these funds were as follows:

	Cost	Unrealized Gain (Loss)	Market
Large Blend	$ 422,561	$ 227,126	$ 649,687
Health	299,533	57,198	356,731
Large Growth	171,958	2,692	174,650
Mid-Cap Value	195,186	128,009	323,195
Short-Term Bond	226,503	(416)	226,087
	$ 1,315,741	$ 414,609	$ 1,730,350

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	$ 31,631
Realized Gains	81,122
Unrealized Losses	(56,102)
	$ 56,651

NOTE 11 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.

NOTE 11 FAIR VALUE MEASUREMENTS (continued)

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, 2020. 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 12 CONCENTRATIONS OF CREDIT RISK

At June 30, 2020, the carrying amount of the cash deposits is $4,270,465 and the bank balance totaled $4,293,673. Of the bank balance, $379,728 was insured by Federal Deposit Insurance and $3,913,945 was offset by debt.

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, 2020 is as follows:

Due from clients	7 %
Insurance companies	33
Medicaid	45
Medicare	15
	100 %

NOTE 13 LIQUIDITY

The following reflects the Center's financial assets available within one year of June 30, 2020 for general expenditures:

Cash	$ 4,270,465
Investments	1,730,350
Accounts receivable	980,344
	$ 6,981,159

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 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

Due to these economic uncertainties the Center 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.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 30, 2020 which is the date the financial statement was available to be issued. All events requiring recognition as of June 30, 2020, 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, 2020

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 140,436	$ 1,484,529	$ (1,334,706)	$ (134,965)	$ 155,294
BLUE CROSS / BLUE SHIELD	158,683	718,911	(472,092)	(128,166)	277,336
MEDICAID	990,582	15,284,197	(4,940,903)	(10,377,991)	955,885
MEDICARE	245,808	1,401,219	(903,131)	(415,205)	328,691
OTHER INSURANCE	335,941	1,022,650	(740,711)	(199,272)	418,608
ALLOWANCE FOR DOUBTFUL ACCOUNTS	(906,500)	-	-	-	(1,676,000)
TOTAL	$ 964,950	$ 19,911,506	$ (8,391,543)	$ (11,255,599)	$ 459,814

The Lakes Region Mental Health Center, Inc.
ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2020

	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, 2020	$ 81,102	$ 392,488	$ (450,460)	$ 23,130

Analysis of Receipts Date of Receipt Deposit Date	Amount
07/25/19	$ 80,898
07/31/19	8,478
09/04/19	310
09/06/19	57,050
09/10/19	7,848
09/23/19	31,917
09/26/19	7,848
10/02/19	12,826
10/11/19	148
10/31/19	73,989
11/01/19	923
11/05/19	26,920
11/07/19	7,848
11/29/19	7,562
12/10/19	61,338
12/24/19	7,511
01/16/20	47,939
01/09/00	10,279
01/24/20	9,441
01/28/20	228
01/29/20	7,552
02/03/20	4,029
02/14/20	12,604
02/26/20	7,848
03/02/20	10,824
03/04/20	7,559
03/19/20	7,848
03/25/20	10,016
04/01/20	4,739
04/03/20	5,000
04/20/20	11,656
04/30/30	8,043
05/04/20	15,082
05/07/20	500
05/21/20	7,538
05/28/20	16,534
06/15/20	5,761
06/22/20	7,848
06/25/20	9,032
06/29/20	7,848
Less: Federal Monies	(178,702)
	$ 450,460

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Multi -Service	ACT	Emergency Services	Housing Services Apts. S.L. Summer	Housing Services Apts. S.L. McGrath	Non Eligible	Non BBH Funded Programs
Program Service Fees:											
Net Client Fee	$ 149,823	$ -	$ 149,823	$ 33,548	$ 57,703	$ 22,240	$ (9,003)	$ -	$ -	$ 45,360	$ (25)
Blue Cross/Blue Shield	246,819	-	246,819	96,728	74,780	2,449	27,549	-	-	45,313	-
Medicaid	10,343,294	-	10,343,294	3,155,219	6,170,340	629,302	301,842	-	-	86,591	-
Medicare	498,088	-	498,088	-	444,131	24,710	(1,872)	-	-	31,119	-
Other Insurance	281,939	-	281,939	86,081	109,757	8,481	7,172	-	-	70,448	-
Program Sales:											
Service	1,174,100	-	1,174,100	71,509	93,685	-	8,855	-	-	5,421	994,630
Public Support - Other:											
United Way	525	525	-	-	-	-	-	-	-	-	-
Local/County Government	140,970	-	140,970	-	-	-	117,970	-	-	23,000	-
Donations/Contributions	51,458	49,470	1,988	-	788	-	-	100	100	-	1,000
Other Public Support	101,638	69,104	32,534	6,237	5,547	250	225	50	75	20,075	75
Federal Funding:											
HUD Grant	142,876	-	142,876	-	-	-	-	43,041	99,835	-	-
Other Federal Grants	232,467	53,851	178,616	-	-	-	-	-	-	-	178,616
Rental Income	85,938	1,578	84,360	1,578	1,916	282	-	36,513	43,789	-	282
DBH & DS:											
Community Mental Health	710,331	317,991	392,340	5,294	67,876	225,000	94,170	-	-	-	-
DCYF	148	-	148	148	-	-	-	-	-	-	-
Interest Income	408	408	-	-	-	-	-	-	-	-	-
Other Revenues	491,970	255,860	236,110	4,194	52,531	85	58	2,761	8,307	405	167,769
	14,652,792	748,787	13,904,005	3,460,536	7,079,054	912,799	546,966	82,465	152,106	327,732	1,342,347
Administration	-	(748,787)	748,787	186,365	381,236	49,158	29,456	4,441	8,191	17,649	72,291
TOTAL PUBLIC SUPPORT AND REVENUES	$ 14,652,792	$ -	$ 14,652,792	$ 3,646,901	$ 7,460,290	$ 961,957	$ 576,422	$ 86,906	$ 160,297	$ 345,381	$ 1,414,638

The Lakes Region Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2020

	Total Agency	Administration	Total Programs	Children	Multi-Service	ACT	Emergency Services	Housing Services: Apts. S.L. Summer	Housing Services: Apts. S.L. McGrath	Non-Eligible	Non BBH Funded Programs
Personnel Costs:											
Salary and wages	$ 8,947,194	$ 713,597	$ 8,233,597	$ 1,574,505	$ 3,622,143	$ 791,478	$ 746,757	$ 173,489	$ 196,451	$ 308,877	$ 819,897
Employee benefits	1,883,183	125,387	1,757,796	405,044	884,543	127,202	130,730	43,584	43,532	60,655	62,506
Payroll Taxes	643,133	64,941	578,192	119,250	253,350	52,980	54,880	12,594	14,335	22,795	48,008
Substitute Staff	188,153	126	188,027	502	69,739	18,188	22,617	42	63	63	56,813
PROFESSIONAL FEES AND CONSULTANTS:											
Accounting/audit fees	65,617	65,617	-	-	-	-	-	-	-	-	-
Legal fees	25,335	25,335	-	-	-	-	-	-	-	-	-
Other professional fees	300,180	79,782	220,398	8,617	14,616	3,256	2,931	70,262	70,160	977	49,579
Staff Devel. & Training:											
Journals & publications	1,909	118	1,791	346	1,132	98	81	19	29	35	51
In-Service training	4,574	2,509	2,065	485	1,021	186	187	38	56	56	56
Conferences & conventions	55,776	10,894	44,882	6,471	29,853	2,112	2,234	928	993	607	1,684
Other staff development	32,163	3,242	28,921	3,315	18,952	(168)	4,721	274	312	846	669
Occupancy costs:											
Rent	90,408	3,925	86,483	35,706	37,330	812	722	180	271	3,391	8,071
Mortgage (Interest)	126,857	27,617	99,240	38,593	48,863	6,892	-	-	-	-	6,892
Heating Costs	27,217	2,807	24,410	4,974	5,728	484	192	6,491	5,186	341	1,014
Other Utilities	72,355	10,463	61,892	14,732	16,616	1,570	-	11,793	13,678	552	2,951
Maintenance & repairs	171,745	38,018	133,727	43,441	50,616	7,088	1,024	13,008	10,020	999	7,531
Taxes	7,108	7,108	-	-	-	-	-	-	-	-	-
Consumable Supplies:											
Office	29,770	7,063	22,707	7,046	9,573	1,521	1,173	978	312	852	1,252
Building/household	35,152	14,846	20,306	4,359	7,139	1,449	1,180	699	4,413	465	602
Medical	17,689	5,814	11,875	268	2,387	101	90	22	33	33	8,941
Other	146,645	8,579	138,066	35,186	61,324	13,237	11,786	2,904	4,358	4,357	4,916
Depreciation-Equipment	96,093	3,595	92,498	21,369	41,093	9,782	9,220	2,305	3,292	3,126	2,311
Depreciation-Building	206,734	49,428	157,306	45,533	55,194	8,051	-	13,690	26,641	42	8,155
Equipment rental	32,736	6,377	26,359	8,659	12,145	2,144	1,014	254	380	380	1,383
Equipment maintenance	18,408	1,079	17,329	4,262	7,176	1,496	1,860	318	603	1,057	557
Advertising	92,537	2,851	89,686	11,537	20,104	4,287	3,811	952	1,428	1,438	46,129
Printing	1,972	1,902	70	-	70	-	-	-	-	-	-
Telephone/communications	273,070	35,923	237,147	71,527	90,970	12,050	25,171	10,966	2,400	10,899	13,164
Postage/shipping	14,529	1,112	13,417	3,842	5,974	1,166	1,037	259	389	438	512
Transportation:											
Staff	194,483	2,810	191,673	41,927	107,327	33,425	1,630	1,483	1,575	3,234	1,072
Clients	13,111	-	13,111	-	13,111	-	-	-	-	-	-
Assist to Individuals:											
Client services	26,243	-	26,243	10,281	14,105	82	-	649	1,126	-	-
Insurance:											
Malpractice/bonding	66,118	16,654	49,464	12,629	22,100	4,736	4,210	1,052	1,579	1,579	1,579
Vehicles	5,271	-	5,271	355	4,507	136	123	27	41	41	41
Comp. Property/liability	34,767	9,755	25,012	7,086	10,012	1,717	1,164	1,587	1,678	623	1,145
Membership Dues	36,807	1,088	35,719	30	53	11	10	3	4	4	35,604
Other Expenditures	204,207	184,247	19,960	3,830	6,666	1,390	1,236	3,550	2,165	468	655
	14,169,249	1,534,609	12,634,640	2,545,507	5,543,532	1,108,959	1,031,771	374,400	407,501	429,230	1,193,740
Admin. Allocation	-	(1,534,609)	1,534,609	309,178	673,320	134,695	125,319	45,475	49,495	52,135	144,992
TOTAL PROGRAM EXPENSES	$ 14,169,249	$ -	$ 14,169,249	$ 2,854,685	$ 6,216,852	$ 1,243,654	$ 1,157,090	$ 419,875	$ 456,996	$ 481,365	$ 1,338,732

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Lakes Region Mental Health Center

Board of Directors Listing
June, 2021

POSITON	NAME
President	Gail Mears
Vice President	Peter J. Minkow
Co-Treasurer	Matthew Soza
Co-Treasurer	Marsha Bourdon
Secretary	Laura LeMein
Member-At-Large	William Bolton
Member-At-Large	Marlin Collingwood
Member-At-Large	Ed McFarland
Member-At-Large	Seifu Ragassa
Member-At-Large	James Stapp
Member-At-Large	Susan Stearns
Member-At-Large	Rev. Judith Wright

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Alison K. O'Neill, MS, LCMHC

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State of New Hampshire Licensed Clinical Mental Health Counselor, License #795

Professional Experience:

Lakes Region Mental Health Services, Laconia NH
Director, Long Term Services and Supports, October 2019 to Current

- Oversee and manage four programs:
  - Bridge & Integrated Program, state funded program providing Bridge and Integrated housing vouchers, this team provides support to patients in finding housing, and follow the patient for up to a year after obtaining stable housing. The Integrated Program supports individuals who are recently released from prison finding housing in the entire state of NH.
  - Housing Program, two residential housing units that house 24 residents/patients, this team supports patients with their ADL's, providing case management, and functional support services.
  - Nursing Program, provides nursing services to all the adult patients within the agency, The Nursing Program is the Liaison for our on-site PCP/Integrated Health and our onsite pharmacy for the entire agency.
  - Older Adult and Neurocognitive Program, is a multidisciplinary team providing services to adults with a mental health diagnosis and either a developmental disability, traumatic brain injury or cognitive decline.
- Provide regular supervision with a clinical and administrative focus for the managers of the four programs and for any master level staff within the four programs. Provide supervision for Master's level interns and supervision for therapists working towards their licensure in LCMHC.
- Responsible for recruiting new staff/team members, to include screening candidates, participating in interview sessions, assisting in the hiring decision and am responsible for the in program training of new staff/team members.

Clinical Coordinator, Neurocognitive Program, September 2015 to October 2019

- Oversee an interdisciplinary team that provides services to patients admitted to the Neurocognitive program, which provides services to patients with a mental health diagnosis and a developmental or intellectual disability, or a traumatic brain injury, or cognitive decline. Responsible for recruiting new staff/team members, to include screening candidates, participating in interview sessions and assisting in the hiring decision.
- Provide regular supervision with a clinical and administrative focus for bachelor and master level staff. Provide supervision for Master's level interns and supervision for therapists working towards their licensure in LCMHC.
- Participate in several agency committees such as; Training Committee, Employee Committee, Documentation Ad Hoc Committee. Participate and collaborate with outside agencies, such as; Lakes Region Community Services, START (including Committee, training) NH Elders Meeting. .
- Respond to crisis situations as needed. Complete adult assessments. Provide individual and group therapy. Participate in DBT Consult Group. Facilitate Therapist Consult Group.
- Create and facilitate trainings on our electronic medical record (Essentia) and Dialectical Behavioral Therapy.
- Working collaboratively to create a Peer Support Program. Provide group supervision for Peer Support Specialist.

New England College, Henniker NH
Adjunct Professor, Masters Level Clinical Mental Health Program, August 2016 to current

- Clinical Counseling Theories
- Clinical Counseling Techniques

Alison K. O'Neill, MS, LCMHC, PLLC, Private Practice, Concord, NH
Licensed Clinical Mental Health Counselor, January 2013 to October 2015

- Worked with children, adolescents, adults, parents, families, and couples, providing individual, couples, and family therapy, writing psychosocial assessments, treatment plans, and progress notes on all clients.
- Responsible for all aspects of the business management i.e. credentialing, insurance contracting and invoicing, accounts payable, accounts receivable, collections, referrals and any other communications. Responsibilities noted below:

Northbridge Counseling, Bedford and Concord, NH
Licensed Clinical Mental Health Counselor, June 2012 to March 2013

- Worked with children, adolescents, and adults, providing individual, couples, and family therapy, as well as seeing clients through their employer EAP using Solution Focused Therapy, writing psychosocial assessments, treatment plans and progress notes on all clients.

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Riverbend Community Mental Health Center, Children's Intervention Program, Concord, NH
Child and Family Therapist and Family Support Therapist, January 2007 to June 2012

- For the first 6 months this was an intern position, I was the first master's level intern in the children's program, providing therapy to children and families.
- Provided clinical services to children ages 4 to 18, providing individual, family and group therapy, including DBT Adolescent group, TF-CBT and Helping the Non-Compliant Child.
- Provided school based therapy, collaborated with school staff.

Therapeutic approaches utilized: Cognitive Behavioral Therapy, Dialectical Behavioral Therapy, Strength Based Therapy, Solution Focused Therapy, Motivational Interviewing, Play Therapy, and Family Systems Therapy.

Education:

Springfield College of Human Services, St. Johnsbury, VT
Master of Science in Mental Health Counseling, 2007

Springfield College of Human Services, Manchester, NH
Bachelor of Science in Human Services, 2005

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Brian D. Spink

EDUCATION

Plymouth State University | Plymouth, NH — Graduated: May, 2017
Bachelor's of Arts: Criminal Justice
GPA: 3.41
Minor in Sociology / Anthropology
Honors: President's List 2013, 2016
Concentration on Psychology
Classes for Psychology

- Mind, Brain & Evolution: Examines questions that have long interested scientific psychologists: What is Mind? What is the relationship between mind and brain physiology? Where does knowledge come from? Do other animals possess mind? Are mental processes the result of evolution?
- Psychology and Law: Applies knowledge of psychological variables to various aspects of the law including eyewitness testimony, jury selection, police interrogations, repressed memories and the role the psychologist plays in the legal system.
- Introduction to General Psych: The scope and methods of psychology as a scientific study.
- Life-Span Developmental Psych: The principles underlying physical, cognitive, emotional and social development through the life-span.
- Personality: Psychoanalytical, existential, social, behavioral and self-theories and how they relate to the development and assessment of behavior.

WORK EXPERIENCE

United Parcel Services — **November 2018 - Present**
Unloader

- Seasonal Driver
- Preload and unload packages
- Organize packages and direct them to correct location and carrier

Industrial Mechanical Engineers Contractors — **August 2018 – November 2018**
Plumbers Apprentice

- Confined Space Certified
- Responsible for reading multiple dangerous gasses to ensure that crew members were in a safe work environment
- Completed various plumbing tasks

Ken Jaques Landscape — **July 2017 – August 2018**
Landscaper

- General Lawn Care
- Fall and Spring Clean Ups

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Bristol Police Department **December 2016 – April 2017**
Police Officer

- Taser, Felony First, and Baton Certified
- Responsible for everyday police officer duties (i.e. taking accident reports, making arrests, going through booking process)
- Experience with domestic violence situations
- Experience with running radar
- Experience with vehicle and suspect searches
- Experience using IMC
- Good understanding and usage of police officer ten codes

Market Basket **June 2014 – January 2017**
Produce Department Closing Manager

- Trained multiple members of produce department
- Member of Safety Committee
- Cashier/ Bagger
- Stocked produce department

AFFILIATIONS / AWARDS

Outstanding Criminal Justice Partitionier Award
2017
Plymouth State Criminal Justice Organization
2016- 2017

- President of Criminal Justice Organization in 2017

Alpha Phi Sigma **2016 – Present** *Criminal Justice Honor Society*

- President of Criminal Justice Honor Society at Plymouth State in 2017

REFERENCES AVAILABLE UPON REQUEST

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Celyne M. Godbout

[redacted]

SUMMARY

Creative, motivated, organized and well spoken, recent advanced degree graduate, with leadership skills, training experience and 5 years of clinical experience, seeking a role to as a leader in the field of Human Services.

TECHNICAL SUMMARY

MS Office Suite (Word, Excel, PowerPoint), Essentia (EMR)

EDUCATION

Walden University
Ph.D. Human Services - May 2021

Walden University
M.S. Psychology - April 2021
GPA - 4.0

Southern NH University
Bachelors of Psychology - July 2017
GPA - 3.5

EXPERIENCE

Lakes Region Mental Health, Laconia NH **2016 - Present**

Coordinator of Long Term Supports & Services, May 2021- Present

Supervise team of 2 housing specialist, housing manager and permanent supportive housing residential program. Evaluate and manage budgets, payments and monthly expenses for program needs. Maintain harmonious relationships with landlords, community members and tenants.

- Ensure HUD compliance with residential program and funding.
- New Employee Training – Housing Overview, which includes HUD guidance, state contracting, and enrollee eligibility criteria.
- Review, modify, and implement Housing Bridge Program, PSH & Integrative program policies and procedures.
- Monitor and evaluate program quality on behalf of LRMHC.
- Prepare presentations and provide technical assistance on program to all LRMHC staff.
- Conduct research into HUD and New Hampshire Housing Finance Authority rules and guidelines to ensure program integrity is maintained.
- Ensure positive outcomes for bridge, integrative clients and permanent supportive housing residents.

Program Manager Integrative & Bridge, Oct 2019 – May 2021

Supervise team of 2 housing specialists. Evaluate and manage budgets, payments and monthly expenses for program needs. Maintain harmonious relationships with landlords, community members and tenants.

- Schedule and conduct training for CM101, and introductory Case Management training for new hires to cover Ethics, Billing Codes, Boundaries and Hippa Regulations.
- New Employee Training – Bridge Overview, which includes HUD guidance, state contracting, and enrollee eligibility criteria.
- Review, modify, and implement Housing Bridge Program policies and procedures.
- Monitor and evaluate program quality on behalf of LRMHC.
- Prepare presentations and provide technical assistance on program to all LRMHC staff.
- Conduct research into HUD and New Hampshire Housing Finance Authority rules and guidelines to ensure program integrity is maintained.
- Ensure positive outcomes for bridge & integrative clients.

Emergency Services Support, Sept 2019- April 2021

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Support clinicians in the emergency department with clinical assessments and paperwork. Provide clinical updates to physicians, nurses and inpatient units regarding patient cases.

- Complete insurance authorization for patients seeking inpatient treatment.
- Evaluate clinical paperwork and ensure completeness.

Case Management Program and Representative Payee Program Facilitator, June 2018 - Oct 2019
Supervised community case managers in their clinical roles. Supervised Peer Support Staff in their roles within the clinical teams. Evaluated and monitored caseloads, and assigned cases as needed.

- Reviewed and evaluated the staff paperwork and deadlines.
- Approved payroll, managed scheduling.
- Coordinated and developed effective case planning for clients and families, ensuring quality standards were met
- Involved in the hiring and onboarding of new staff.
- Researched appropriate program resources to ensure client needs were met.
- Managed Representative Payee Program accounts for clients, ensuring appropriate budgeting and benefits were maintained.

Community Support Program Case Manager, June 2016 - June 2018
Supported and monitored adults with mental illness in the community and in their homes.

- Researched individualized resources and programs for clients based on assessed need.
- Monitored medication, prescriber/nursing services and provided resources.
- Researched and evaluated benefit program eligibility based on client's needs.
- Assessed and enacted safety planning and community based crisis intervention.

Elliot Hospital **Jan 2014 - Jan 2015**
Licensed Nursing Assistant
Assisted patients with ADL's. Built a relaxing environment for resident and family members

- Assisted Nurses with care of patients.
- Monitor vital signs, and record efficiently in EMR.
- Float staff, experience working on specialized units such as Intensive Care, Maternity, and the Emergency Department.

VOLUNTEER WORK

CASA Advocate – Central NH Region, March 2021- Present
Member – NH Disaster Behavioral Health Response Team – Central NH Region, March 2021 - Present

REFERENCES

Furnished Upon Request

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Robert Half®
Finance & Accounting

Michelle Morrow

Professional Experience:

Wentworth-Douglass Hospital Dover, New Hamsphire
October 2014-present

Disbursement Manager

- Manage Accounts Payable and Payroll staff
- Manage Payroll
  - Process quarterly payroll taxes – 940, 941 and state tax returns
  - Perform monthly Payroll audits
  - Process year end W-2's for 3 companies
  - Work with Human Resources in setting up new earnings and deductions codes
  - Involved in Open Enrollment process
  - Work closely with IS to provide process improvements to manage efficiencies
  - Assist accountants with monthly bank reconciliation
- Manage Accounts Payable
  - Perform monthly Accounts Payable audit
  - Perform Accounts Payable month end reporting process
  - Process year end 1099's for 3 companies
  - Process weekly check runs for 3 companies
  - Perform OIG sanction checks
  - Quarterly Vendor review – inactivating those as necessary
- Implement Payroll and Accounts Payable training for respective departments
- Member of Financial Software Governance committee, as well as the HR/PR/IS Governance Committee
- Assist with general ledger reconciliations
- Implement internal control procedures
- Update procedures as necessary

Lakeview NeuroRehabilitation Center Effingham, New Hampshire
September 2006-October 2014

Controller

- Manage Accounts Payable, Payroll staff and Staff Accountant, with supervision of Billing staff
- Maintain records for 5 companies
- Maintain and prepare daily/weekly cash reporting
- General Ledger management (maintain periods, add account #'s, process journal entries)
- Account (Balance Sheet and Income Statement) reconciliation and analysis
- Month end, quarter end, year end close
- File monthly Meals tax return and payment

Robert Half Finance & Accounting has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Robert Half Finance & Accounting has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.

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Robert Half® Finance & Accounting

Casey Allard
Manchester, NH
Portland, ME

T 603.641.9400
F 603.641.5005
Casey.allard@roberthalf.com

- Reconciliation of 24 bank accounts
- Coordinate audit with external auditors
- Assist with budget preparation
- Work with HR Dept in reconciling all benefit invoices monthly
- Process payroll tax payments as well as 401k, project manager for ADP implementation, assist with biweekly payroll
- Reconcile intercompany accounts monthly, issue intercompany invoices monthly
- Monitor internal controls and suggest improvements
- Compose weekly narrative for management
- Member of Operations Team, NH weekly management call and Workers Compensation Board

Hospice of the North Shore Danvers, Massachusetts
June 2005-March 2006 Staff Accountant

- Process all AP invoices, biweekly check runs, month end close
- Reconcile subledger to general ledger
- Assist in generating reports for audit preparation
- Generate 1099 forms
- Maintain Fixed Asset Schedule
- Reconcile Balance Sheet accounts

Hutchinson Medical, Inc., Salem, Massachusetts
Sept 2004-June 2005 Senior Accountant/HR

- Oversaw Office Administrator and Accounts Payable function
- Established written procedures
- Processed journal entries
- Prepared Income Statement and Balance Sheet
- Completed bank account reconciliation
- Processed payroll through automated ADP system

Synventive molding solutions, Peabody, Massachusetts
Oct 2000-Sept 2004 General Accountant

- Oversaw Accounts Payable clerk and Accounts Payable function
- Processed journal entries on a daily, monthly and annual basis
- Reconciled balance sheet and intercompany accounts
- Performed bank reconciliation
- Analyzed expenses (actual vs. budget)
- Generated financial statements
- Assisted in audit preparation
- Processed monthly sales tax for multi states
- Maintained fixed assets (i.e. additions and disposals, asset tags)

Robert Half Finance & Accounting has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Robert Half Finance & Accounting has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.

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Robert Half®
Finance & Accounting

Casey Allard
Manchester, NH
Portland, ME

T 603.641.9400
F 603.641.5005
Casey.allard@roberthalf.com

- Assisted the AR Manger (i.e. collection calls, reviewed & released sales orders, entered new customers)
- Member of the company Safety Committee

JEOL USA, Inc., Peabody, Massachusetts
May 1994-Oct 2000 Material Planner

- Scheduled inventory
- Matched supply with demand
- Reviewed all incoming sales to ensure inventory is allocated/ordered
- Worked closely with Projects to ensure accurate deliveries.

Import/Traffic Coordinator

- Ensured accurate and timely entry of products through U.S. Customs.
- Coordinated transportation of equipment

Inventory Control

- Received all items in computer system

Accounts Receivable

- Managed all phases including G/L entries.

Accounts Payable

- Managed Canadian division expenses including G/L entries.

Education: B.S. Business Administration, 1994
Salem State College, Salem, Massachusetts
Concentration: Accounting

Computer Experience: Windows 95/XP, Microsoft Office (including Access), Great Plains, Fastrack, Peachtree Complete Accounting, Glovia, Avante, Hyperion, CYMA, Misys, Lytec, SOS, Quickbooks, Quicken

Robert Half Finance & Accounting has interviewed this candidate. We usually check candidate references by asking specific questions of selected previous employers with regard to qualifications and work history. Robert Half Finance & Accounting has not verified all representations made by the candidate in this resume. We recommend that our clients also perform their own reference checking.

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Teresa Potter-Brown

Education

High School Diploma	Ashland High School, Ashland NH 03217	1979 -1982
Accounting Certificate	LRCC, Belmont NH	2012 – 2016

GPA: 4.0

Work Experience

Plymouth Stitching Main Street Ashland NH 03217

Office/Payroll Clerk 1984 – 1999

Lakes Region Mental Health Center 40 Beacon St East Laconia NH 03246 (603-524-1100)

Business Office Assistant 1999 – 2001

HR: Recruitment & Benefit enrollment

AR: Data entry

Accounting Associate 2001 – 2017

Accounts Payable and Payroll

Staff Accountant 2017 - Present

Perform a wide range of accounting function in support of the financial department

Accounts Payable and back up Payroll

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CONTRACTOR NAME: Lakes Region Mental HealthCenter

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Alison O'Neill	Director, Long Term Services	$69,000	16%	$10,769
Celyn Godbout	Coordinator, Long Term Support Services	$57,000	100%	$57,00
Brian Spink	Integrated Housing Specialist	$43,860	100%	$43,860
Terri Potter-Brown	Accounting Assistant	$46,200	10%	$4,620
Michelle Morrow	Controller	$78,000	5%	$3,900

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Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533
			Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975
			Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Lakes Region Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 40 Beacon St. East, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), 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, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,795,630.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.5. to read:

   1.5. The Contractor shall provide Housing Bridge Subsidy Program (HBSP) services in accordance with NH Administrative Rule He M 406.

3. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors for individuals approved into the HBSP program by the Department.

4. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, by adding Subsection 1.7. to read:

   1.7. The Contractor shall provide a maximum of twenty five (25) housing vouchers for individuals approved into the Integrative Housing Voucher Program (IHVP) who may be transferring from a local prison system or transitional housing services program.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

6. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

2.2.1. Obtaining the individual's housing history.

2.2.2. Assessing individual housing preferences.

2.2.3. Assisting the individual with identifying available housing units within the amount as listed within the Payment Standards as release by the New Hampshire Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.3. to read:

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Providing housing case management services for any individual who does not

otherwise have a case manager.

2.3.2. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.3. Assistance with identifying and securing resources within the community, which may include, but is not limited to:

2.3.3.1. Peer support agencies.

2.3.3.2. Faith-based groups.

2.3.3.3. Transportation services.

2.3.3.4. Primary care services.

2.3.3.5. Homemaker/personal care services.

2.3.3.6. Legal aid.

8. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6. to read:

2.6. The Contractor shall continue to administer services for all individuals currently residing in voucher-supported program housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income limits as documented by HUD.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document initial and annual inspections of each individual's rental unit, utilizing the inspection form provided by the Department.

2.6.5. Be the point of contact for landlords, and document interventions provided as a result of being the point of contact.

2.6.6. Ensure timely voucher payments to landlords.

9. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.9. to read:

2.9. The Contractor shall provide other housing programs, services or assistance for which individuals who are waiting for supported housing may be eligible, unless written approval to not provide services is granted by the Department.

10. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.10. to read:

2.10. The Contractor shall ensure all complaints regarding program services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of

findings.

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

11. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding the following after subsection 2.11:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

2.14. The Contractor shall facilitate enrollment into the IHVP for individuals found eligible by the Department for services described in 2.1.1 through 2.1.3, in addition to finalizing individualized housing plans within thirty (30) days from the receipt of the initial referral for services.

2.15. The Contractor shall develop IHVP individualized housing plans which include but are not limited to services described in Subparagraphs 2.1.3.1 and 2.1.3.2.

2.16. The Contractor shall initiate IHVP individual housing services within fifteen (15) days of finalizing the individualized housing plan. The services shall include, but are not limited to services described in Subsections 2.2.1 through 2.2.11.

12. Modify Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.1. to read:

3.1. The Contractor shall ensure sufficient staffing is available to provide voucher program housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

13. Modify Exhibit A, Scope of Services, Section 3, Staffing, Subsection 3.2, Paragraph 3.2.3. to read:

3.2.3. All staffing and volunteers participate in any and all trainings conducted by either NHHFA or the Department.

14. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.1. to read:

4.1 The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy voucher supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

15. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2. to read:

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

4.2.1. The amount of funds expended and the balance of funds remaining for program

specific services.

4.2.2. The last name, address, total rent, and program voucher payment amount for each rental payment made.

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

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

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

16. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.4. to read:

4.4. The Contractor shall provide individual specific program data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services the program participants received from the Contractor.

17. Modify Exhibit A, Scope of Services, Section 5, Reporting, Subsection 5.2. to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

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

5.2.3.3. Individuals who were admitted to NHH.

5.2.4. Percent of complaints regarding program services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in the program.

18. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7. to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

19. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1. to

read:

8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

20. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

21. Add Exhibit B-3, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/16/2020
Date

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

The Lakes Region Mental Health Center, Inc.

10/13/2020
Date

DocuSigned by:
Margaret Pritchard
Name: Margaret Pritchard
Title: Chief Executive Officer

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

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

OFFICE OF THE ATTORNEY GENERAL

10/19/2020
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
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:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health
Budget Request for: Housing Bridge Subsidy Program Services
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 16,543.00	$ -	$ 16,543.00	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

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Contractor Initials
Date 10/13/2020

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Exhibit B-3, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: The Lakes Region Mental Health Center, Inc.
DBA Genesis Behavioral Health
Budget Request for: Integrative Housing Voucher Program

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 60,000.00	$ -	$ 60,000.00	$ -	$ -	$ -	$ 60,000.00	$ -	$ 60,000.00
2. Employee Benefits	$ 18,000.00	$ -	$ 18,000.00	$ -	$ -	$ -	$ 18,000.00	$ -	$ 18,000.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
6. Travel	$ 2,500.00	$ -	$ 2,500.00	$ -	$ -	$ -	$ 2,500.00	$ -	$ 2,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960.00	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360.00	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900.00	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600.00	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 625.00	$ -	$ 625.00	$ -	$ -	$ -	$ 625.00	$ -	$ 625.00
Client Funds	$ 6,250.00						$ 6,250.00		$ 6,250.00
Rental Vouchers	$ 214,500.00						$ 214,500.00		$ 214,500.00
14. Admin		$ 36,977	$ 36,977	$ -	$ -	$ -		$ 36,977	$ 36,977.00
TOTAL	$ 368,145	$ 36,977	$ 345,122	$ -	$ -	$ -	$ 368,145	$ 36,977	$ 345,122

Indirect As A Percent of Direct: 12.0%

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Date 10/13/2020

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

Jeffrey A. Meyers
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

August 13, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into sole source contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Please see attached financial details.

EXPLANATION

This request is **sole source** because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Progmm Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Lakes Region Mental Health Center, Inc.		1.4 Contractor Address 40 Beacon St. East Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-1100	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
Margaret H Pritchard		1.12 Name and Title of Contractor Signatory Margaret H. Pritchard - Chief Executive Officer	

1.13 Acknowledgement: State of New Hampshire County of Belknap

On July 31, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Dawn H LaCroix

DAWN H. LACROIX
Notary Public - New Hampshire
My Commission Expires March 22, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Dawn H. LaCroix, Notary

1.14 State Agency Signature Katja S Fox Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/6/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials MP
Date 7/31/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials MF
Date 7/31/19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials MP
Date 7/31/19

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

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

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

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

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

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

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

Exhibit A

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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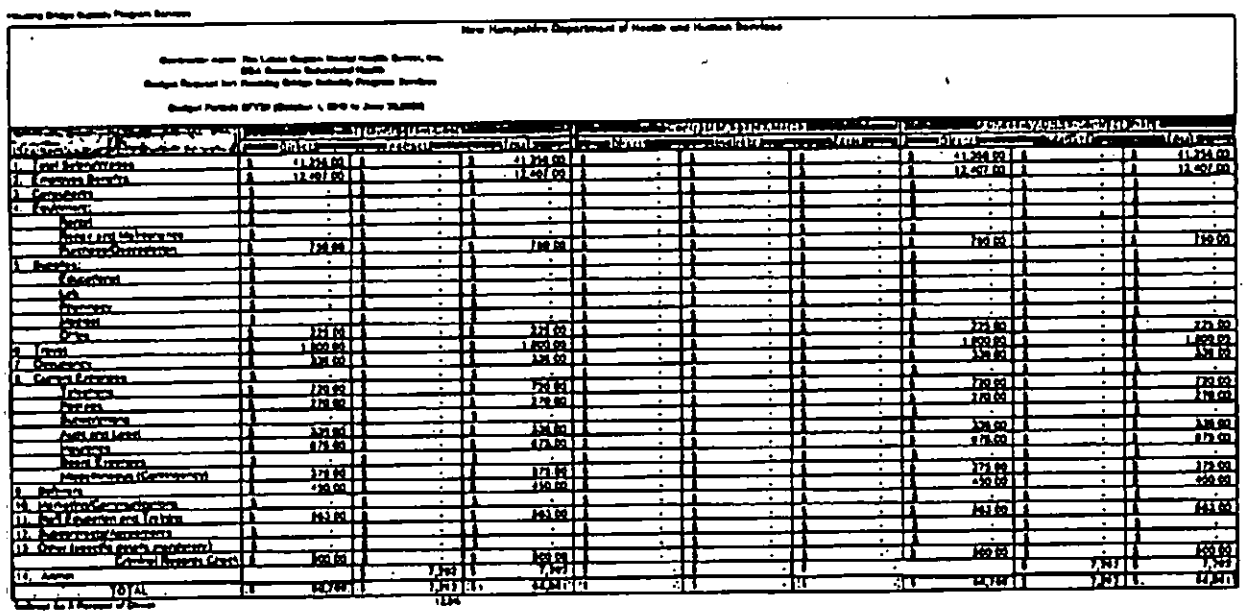
Exhibit B-1 Budget



New Hampshire Department of Health and Human Services

1. Total Salary/Wages	$ 41,294.00	$ -	$ 41,294.00	$ -	$ -	$ -	$ 41,294.00	$ -	$ 41,294.00
2. Employee Benefits	$ 12,407.00	$ -	$ 12,407.00	$ -	$ -	$ -	$ 12,407.00	$ -	$ 12,407.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 700.00	$ -	$ 700.00	$ -	$ -	$ -	$ 700.00	$ -	$ 700.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
Postage	$ 216.00	$ -	$ 216.00	$ -	$ -	$ -	$ 216.00	$ -	$ 216.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
Insurance	$ 875.00	$ -	$ 875.00	$ -	$ -	$ -	$ 875.00	$ -	$ 875.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Software Licenses (Communication)	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
9. Software	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
10. Prescriptions/Dispensing	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 843.00	$ -	$ 843.00	$ -	$ -	$ -	$ 843.00	$ -	$ 843.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify each expense)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
14. Admin	$ -	$ 7,343	$ 7,343	$ -	$ -	$ -	$ -	$ 7,343	$ 7,343
TOTAL	$ 62,841	$ 7,343	$ 62,841	$ -	$ -	$ -	$ 62,841	$ 7,343	$ 62,841

Indirect As A Percent of Direct

1.5%

The Lakes Region Mental Health Center, Inc
SS-2020-BDAS-01-QUALI-09
Exhibit B-1
Page 1 of 1

Contractor Initials: MF
Date: 7/31/19

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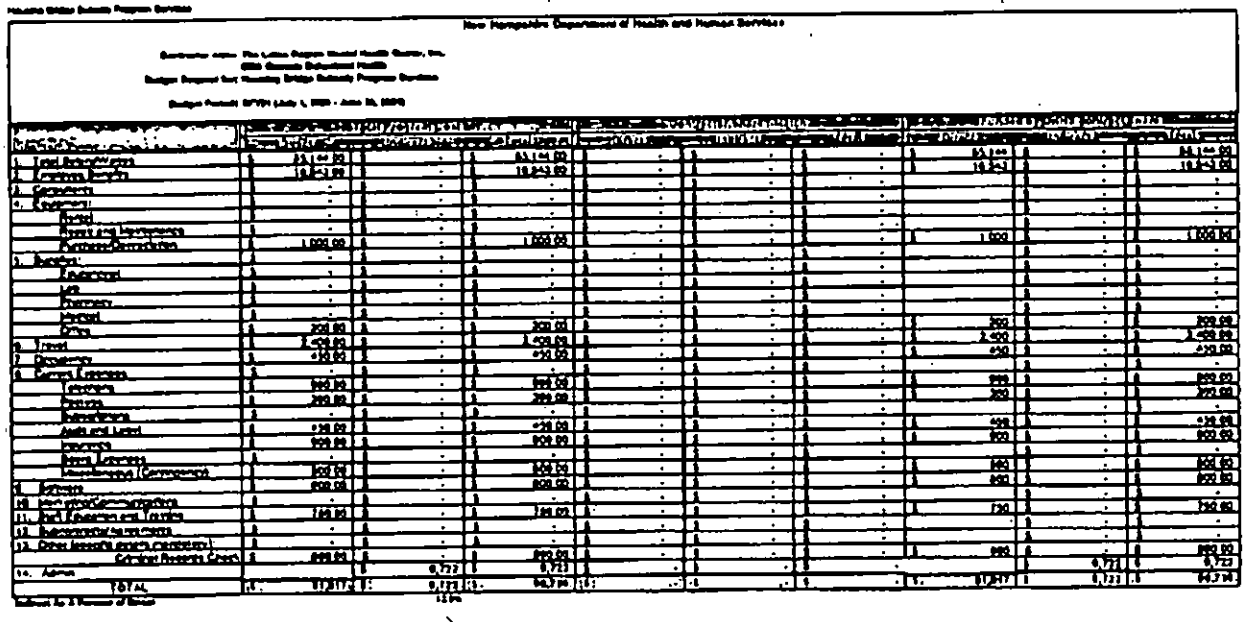
Exhibit B-2 Budget



2/24/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records**: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit**: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records**: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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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: Lakes Region Mental Health Center, INC.

7/31/19
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

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.

7/31/19
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

Vendor Initials MP
Date 7/31/19

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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.

Vendor Name: The Lakes Region Mental Health Center, Inc.

7/31/19
Date

Name: Margaret M. Pritchard
Title: Chief Executive Officer

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

The Vendor 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:

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Lakes Region Mental Health Center, INC.

7/31/19
Date

Margaret M. Pritchard
Name: Margaret M. Pritchard
Title: Chief Executive Officer

DocuSign Envelope ID: 78915C6C-FC4F-4E87-89F5-B7F4AD6029DD

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 Vendor 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 Vendor 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.

Vendor Name: The Lakes Region Mental Health Center, Inc.

7/31/19
Date

Name: Margaret M. Ritchard
Title: Chief Executive Officer

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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	The Lakes Region Mental Health Center, INC.
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Margaret M. Pritchard
Name of Authorized Representative	Name of Authorized Representative
Director	Chief Executive Officer
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/31/2019
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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

Vendor Name: The Lakes Region Mental Health Center, Inc.

7/31/19
Date

Name: Margaret M. Pritchard
Title: Chief Executive Officer

FORM A

As the Vendor 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 DUNS number for your entity is: 10 14 10 652

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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program 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 August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), 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, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022

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

   $12,450,357

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 r upon Governor and Executive 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

6/16/2021
Date

DocuSigned by:
Katja Fox
ED9D05B81C853448...
Name: Katja Fox
Title: Director

Riverbend Community Mental Health Center, Inc.

6/16/2021
Date

DocuSigned by:
Lisa K. Madden
03B08E10B9CE4CC...
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

DocuSigned by:

6/16/2021

Date

Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

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

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

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

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

5.2. The Contractor shall notify the Department, in writing, each month of:

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

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,432	$ -	$ 165,432	$ -	$ -	$ -	$ 165,432	$ -	$ 165,432
2. Employee Benefits	$ 49,630	$ -	$ 49,630	$ -	$ -	$ -	$ 49,630	$ -	$ 49,630
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
6. Travel	$ 9,000	$ -	$ 9,000	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000
7. Occupancy	$ 950	$ -	$ 950	$ -	$ -	$ -	$ 950	$ -	$ 950
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,800	$ -	$ 2,800	$ -	$ -	$ -	$ 2,800	$ -	$ 2,800
Postage	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 950	$ -	$ 950	$ -	$ -	$ -	$ 950	$ -	$ 950
Insurance	$ 1,900	$ -	$ 1,900	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,000		$ 1,000				$ 1,000		$ 1,000
9. Software	$ 1,265	$ -	$ 1,265	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,600	$ -	$ 1,600	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 28,551	$ -	$ 28,551	$ -	$ -	$ -	$ 28,551	$ -	$ 28,551
TOTAL	$ 266,477	$ -	$ 266,477	$ -	$ -	$ -	$ 266,477	$ -	$ 266,477
Indirect As A Percent of Direct		0.0%							

Contractor Initials LKm

Date 6/16/2021

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: **0005334419**

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. 2021.

William M. Gardner

Secretary of State

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CERTIFICATE OF VOTE

I, Andrea D. Beaudoin, hereby certify that:

1. I am a duly elected Assistant Board Secretary of Riverbend Community Mental Health, Inc.

2. The following is a true copy of a vote taken at a meeting of the Board of Directors of the Corporation; duly called and held on February 25, 2021, at which a quorum of the Directors/shareholders were present and voting.

   VOTE: That the President and/or Treasurer is duly authorized on behalf of Riverbend Community Mental Health, 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 **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: 10.11.2021

Andrea D Beaudoin

Signature of Elected Officer
Name: Andrea D. Beaudoin
Title: Assistant Board Secretary

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RIVERCOM12

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/09/2021

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:	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	

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.
278 Pleasant 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 CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC OTHER:			PHPK2187101	10/01/2020	10/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $3,000,000 $3,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY X HIRED AUTOS ONLY SCHEDULED AUTOS X NON-OWNED AUTOS ONLY			PHPK2187103	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000 $ $ $
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED X RETENTION $10K			PHUB740241	10/01/2020	10/01/2021	EACH OCCURRENCE AGGREGATE	$10,000,000 $10,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20210000416 HCHS20210000418 3A States: NH	02/01/2021 02/01/2021	02/01/2022 02/01/2022	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
A	Professional Liability			PHPK2187101	10/01/2020	10/01/2021	$1,000,000 Ea. Incident $3,000,000 Aggregate	

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

CERTIFICATE HOLDER

NH DHHS
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RIVERBEND
COMMUNITY MENTAL HEALTH, INC.

Mission

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 consumers 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 consumers, families and community stakeholders.*
- *We value community partnerships as a way to increase connections and resources that help consumers and families achieve their goals.*

Revised 8-23-07

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Riverbend Community Mental Health, Inc.

FINANCIAL STATEMENTS

June 30, 2020

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Riverbend Community Mental Health, Inc.
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

Report on the Financial Statements

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, 2020 and 2019, and the related statements of operations and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility 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 Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Riverbend Community Mental Health, Inc. as of June 30, 2020, 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.

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 18 through 21 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.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The 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*, 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.

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Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated September 22, 2020, 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
September 22, 2020

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Riverbend Community Mental Health, Inc.
STATEMENTS OF FINANCIAL POSITION
June 30,

ASSETS

	2020	2019
CURRENT ASSETS		
Cash and cash equivalents	$ 8,821,845	$ 2,392,018
Client service fees receivable, net	1,340,309	1,929,981
Other receivables	2,041,243	1,430,061
Investments	7,676,854	7,718,954
Prepaid expenses	158,782	107,016
Tenant security deposits	27,244	26,286
TOTAL CURRENT ASSETS	20,066,277	13,604,316
PROPERTY & EQUIPMENT, NET	11,930,491	12,344,584
OTHER ASSETS		
Investment in Behavioral Information Systems	109,099	105,125
TOTAL ASSETS	$ 32,105,867	$ 26,054,025

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 170,683	$ 314,218
Accrued expenses	1,050,813	1,148,220
Tenant security deposits	27,244	26,286
Accrued compensated absences	925,969	766,213
Current portion of long-term debt	242,475	229,808
Deferred revenue	10,936	27,362
TOTAL CURRENT LIABILITIES	2,428,120	2,512,107
LONG-TERM LIABILITIES		
Long-term debt, less current portion	12,278,876	7,505,192
Unamortized debt issuance costs	(222,971)	(248,865)
Long-term debt, net of unamortized debt issuance costs	12,055,905	7,256,327
Interest rate swap liability	486,672	155,125
TOTAL LONG-TERM LIABILITIES	12,542,577	7,411,452
NET ASSETS		
Net Assets without donor restrictions	14,515,692	13,441,914
Net Assets with donor restrictions	2,619,478	2,688,552
TOTAL NET ASSETS	17,135,170	16,130,466
TOTAL LIABILITIES AND NET ASSETS	$ 32,105,867	$ 26,054,025

See Accompanying Notes to Financial Statements.

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Riverbend Community Mental Health, Inc.
STATEMENTS OF OPERATIONS
For the Years Ended June 30,

	2020			
	Net Assets without Donor Restrictions	Net Assets with Donor Restrictions	All Funds	2019
PUBLIC SUPPORT AND REVENUES				
Public support -				
Federal	$ 2,776,396	$ -	$ 2,776,396	$ 1,669,950
State of New Hampshire -- BBH	1,877,726	10,186	1,887,912	1,418,392
In-kind donations	170,784	-	170,784	170,784
Contributions	174,980	-	174,980	158,523
Other	905,006	-	905,006	740,599
Total Public Support	5,904,892	10,186	5,915,078	4,158,248
Revenues -				
Client service fees, net of provision for bad debts	24,332,689	-	24,332,689	23,739,832
Other	5,498,640	-	5,498,640	5,396,063
Net assets released from restrictions	102,264	(102,264)	-	-
Total Revenues	29,933,593	(102,264)	29,831,329	29,135,895
TOTAL PUBLIC SUPPORT AND REVENUES	35,838,485	(92,078)	35,746,407	33,294,143
PROGRAM AND ADMINISTRATIVE EXPENSES				
Children and adolescents	5,282,195	-	5,282,195	5,412,364
Emergency services	1,030,095	-	1,030,095	984,337
Behavioral Crisis Treatment Ctr	1,504,620	-	1,504,620	319,996
ACT Team	1,582,224	-	1,582,224	1,662,062
Outpatient - Concord	4,834,709	-	4,834,709	5,219,641
Outpatient - Franklin	2,371,863	-	2,371,863	2,371,863
Multi-Service Team - Community Support Program	6,440,718	-	6,440,718	6,311,862
Mobile Crisis Team	2,003,129	-	2,003,129	2,259,419
Community Residence - Twitchell	973,232	-	973,232	995,823
Community Residence - Fellowship	548,445	-	548,445	539,079
Restorative Partial Hospital	410,899	-	410,899	554,519
Supportive Living - Community	1,335,925	-	1,335,925	1,441,949
Other Non-BBH	4,180,076	-	4,180,076	3,811,589
Administrative	1,998,798	-	1,998,798	35,308
TOTAL PROGRAM & ADMINISTRATIVE EXPENSES	34,496,928	-	34,496,928	31,919,811
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	1,341,557	(92,078)	1,249,479	1,374,332
OTHER INCOME				
Investment Income	63,767	23,004	86,771	148,904
TOTAL INCREASE (DECREASE) IN NET ASSETS	1,405,324	(69,074)	1,336,250	1,523,236
NET ASSETS, BEGINNING OF YEAR	13,441,914	2,688,552	16,130,466	14,812,490
Change in fair value of interest rate swap	(331,546)	-	(331,546)	(205,260)
NET ASSETS, END OF YEAR	$ 14,515,692	$ 2,619,478	$ 17,135,170	$ 16,130,466

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,

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Changes in net assets	$ 1,336,250	$ 1,523,236
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,154,082	986,676
Unrealized (gain) loss on investments	(40,114)	58,896
Loss on disposal of fixed assets	-	3,422
Changes in:		
Client service fee receivables	589,672	(708,001)
Other receivables	(611,182)	(929,033)
Prepaid expenses	(51,766)	(17,755)
Tenant security deposits	-	(125)
Accounts payable and accrued expenses	(81,186)	656,944
Deferred revenue	(16,426)	(40,808)
NET CASH PROVIDED BY OPERATING ACTIVITIES	2,279,330	1,533,452
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of fixed assets	(714,094)	(1,667,168)
Investment activity, net	78,240	(200,671)
NET CASH (USED) BY INVESTING ACTIVITIES	(635,854)	(1,867,839)
CASH FLOWS FROM FINANCING ACTIVITIES		
Proceeds from issuance of PPP loan	5,017,927	-
Principal payments on long-term debt	(231,576)	(200,000)
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	4,786,351	(200,000)
NET INCREASE (DECREASE) IN CASH	6,429,827	(534,387)
CASH AT BEGINNING OF YEAR	2,392,018	2,926,405
CASH AT END OF YEAR	$ 8,821,845	$ 2,392,018
SUPPLEMENTAL DISCLOSURES OF CASH FLOW INFORMATION		
Cash payments for Interest	$ 252,221	$ 215,104
Fixed assets acquired through issuance of long-term debt	$ -	$ 1,200,000

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 Community Mental Health, Inc., 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, 2017, 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.

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.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the 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 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.

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NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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.

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 $1,545,038 and $2,133,943 as of June 30, 2020 and 2019, respectively. The allowance for doubtful accounts represents 54% and 53% of total accounts receivable as of June 30, 2020 and 2019, respectively.

Client Service Revenue

Riverbend recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. Riverbend receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. Client service revenue (net of contractual allowances and provision for bad debts) recognized during the year ended June 30, 2020 totaled $24,332,689, of which $23,875,118 was revenue from third-party payors and $457,571 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 Wellness
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 86% and 83% of net client service revenue is from participation in the state-sponsored Medicaid programs for the year ended June 30, 2020, 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 has adopted professional accounting standards which require that derivative instruments be recorded at fair value and included in the statement of financial position as assets or liabilities. Riverbend uses interest rate swaps to manage risks related to interest rate movements. Interest rate swap contracts are reported at fair value. Riverbend's interest rate risk management strategy is to stabilize cash flow requirements by maintaining contracts to convert variable rate debt to a fixed rate.

Advertising
Advertising costs are expensed as incurred. Total costs were $105,856 and $168,402 at June 30, 2020 and 2019, respectively.

NOTE 2 CASH

At June 30, 2020 and 2019, the carrying amount of cash deposits was $8,849,089 and $2,418,304 and the bank balance was $8,960,504 and $2,578,539. Of the bank balance, $633,352 and $631,957 was covered by federal deposit insurance under written agreement between the bank and Riverbend, $8,325,265 and $1,946,453 was offset by debt, and the remaining $1,886 and $129 is uninsured.

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NOTE 3 ACCOUNTS RECEIVABLE

	2020	2019
ACCOUNTS RECEIVABLE - TRADE		
Due from clients	$ 549,836	$1,386,938
Receivable from insurance companies	384,282	643,200
Medicaid receivable	1,592,141	1,672,318
Medicare receivable	352,906	355,388
Housing fees	6,182	6,080
	2,885,347	4,063,924
Allowance for doubtful accounts	(1,545,038)	(2,133,943)
	$1,340,309	$1,929,981

	2020	2019
ACCOUNTS RECEIVABLE - OTHER		
Merrimack County Drug Court	$ -	$ 125,244
Concord Hospital	224,245	560,969
Federal Grants	831,148	556,152
Behavioral Information System - BIS	80,690	58,910
Beacon Health Options - MCO	292,525	76,081
MCO Directed Payments	488,022	-
State of NH - LTCSP	66,300	-
Due from Penacook Assisted Living Facility	13,545	23,104
Other	44,768	29,601
	$2,041,243	$1,430,061

NOTE 4 INVESTMENTS

Riverbend has invested funds in various pooled funds with Harvest Capital Management. The approximate breakdown of these investments are as follows at June 30,:

2020	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 433,019	$ -	$ 433,019
Corporate Bonds	410,571	(11,028)	399,543
Exchange Traded Funds	4,157,008	391,102	4,548,110
Equities	74,672	(13,490)	61,182
Mutual Funds	2,303,481	(68,481)	2,235,000
	$7,378,751	$ 298,103	$7,676,854

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NOTE 4 INVESTMENTS (continued)

2019	Cost	Unrealized Gain (Loss)	Market Value
Cash & Money Market	$ 104,999	$ -	$ 104,999
Corporate Bonds	636,487	(17,410)	619,077
Exchange Traded Funds	4,323,234	414,084	4,737,318
Equities	115,144	(7,966)	107,178
Mutual Funds	2,200,571	(50,189)	2,150,382
	$7,380,435	$ 338,519	$7,718,954

Investment income (losses) consisted of the following at June 30,:

	2020	2019
Interest and dividends	$ 221,171	$ 219,369
Realized losses	(50,750)	(90,398)
Unrealized gains (losses)	(40,114)	58,896
Fee expenses	(47,510)	(42,748)
Returns from BIS	3,974	3,785
TOTAL	$ 86,771	$ 148,904

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.

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NOTE 5 FAIR VALUE MEASUREMENTS (continued)

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, 2020. 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:

	2020	2019
Land	$ 1,275,884	$ 1,275,884
Buildings	17,652,170	17,183,576
Leasehold Improvements	530,136	439,942
Furniture and Fixtures	3,962,983	3,770,563
Equipment	1,930,086	1,930,086
Software licenses	162,848	162,848
CIP	-	37,024
	25,514,107	24,799,923
Accumulated Depreciation	(13,583,616)	(12,455,339)
NET BOOK VALUE	$11,930,491	$12,344,584

NOTE 7 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.

During the years June 30, 2020 and 2019, Riverbend paid BIS $179,660 and $278,271, respectively, for software support and services.

Included in accounts receivable was $80,540 and $58,910 in amounts due from BIS at June 30, 2020 and 2019, respectively.

Included in accounts payable was $12,762 and $58,268 in amounts due to BIS at June 30, 2020 and 2019, respectively.

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NOTE 8 LONG-TERM DEBT

Long-term debt consisted of the following as of June 30,:

	2020	2019
Mortgage payable, $1,200,000 note dated 6/10/19, secured by Pleasant St. property. Interest at 3.8%, annual principal and interest payments of $5,630 with a final balloon payment of $946,441 due June, 2029	$ 1,178,424	$1,200,000
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.	3,045,000	3,205,000
Bond payable, NHHEFA dated September 2017, interest at a fixed rate of 2.76% 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.	3,280,000	3,330,000
Note payable, TD Banknorth dated April 2020. PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of $278,774 beginning November 2020 due March 2022.	5,017,927	-
	12,521,351	7,735,000
Less: Current Portion	(242,475)	(229,808)
Long-term Debt	12,278,876	7,505,192
Less: Unamortized debt issuance costs	(222,971)	(248,865)
	$ 12,055,905	$7,256,327

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NOTE 8 LONG-TERM DEBT (continued)

The aggregate principal payments of the long-term debt for the next five years and thereafter are as follows:.

Year Ending June 30,	Amount
2021	$ 242,475
2022	5,271,284
2023	264,272
2024	275,109
2025	286,295
Thereafter	6,181,916
	$ 12,521,351

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.

NOTE 9 DEFERRED INCOME

	2020	2019
Concord Hospital/Dartmouth Hitchcock	$ 10,936	$ 27,362

NOTE 10 LINE OF CREDIT

As of June 30, 2020, 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 of TD Bank, N.A. base rate plus .25%, adjusted daily. This line of credit is secured by all accounts receivable of the company and is due on demand. The next review date will be November 30, 2020 and the decision to review the line of credit will be at the sole discretion of the lender.

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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,:

	2020	2019
Ongoing management and administrative services, recorded in other accounts receivable	$ 12,302	$ 21,243

Riverbend collected $110,539 and $95,992 for property management services, $55,918 and $54,710 for contracted housekeeping services and $-0- and $75,000 for a developers fee from the affiliate during the years ended June 30, 2020 and 2019, respectively.

NOTE 12 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, 2020 and 2019, such contributions were $366,705 and $338,574, respectively.

NOTE 13 OPERATING LEASES

Riverbend leases operating facilities from various places. The future minimum lease payments are as follows:

Year Ending June 30,	Amount
2021	$ 122,722
2022	124,470
2023	91,491
2024	35,070
2025	32,042
	$ 405,795

Total rent expense for the years ended June 30, 2020 and 2019 was $138,092 and $144,593, respectively.

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NOTE 14 LIQUIDITY

The following reflects Riverbend's financial assets available within one year of June 30, 2020 for general expenditures are as follows:

Cash and Cash Equivalents	$ 8,821,845
Accounts Receivable (net)	3,381,552
Investments	7,676,854
Financial assets, at year end	19,880,251
Less those unavailable for general expenditures within one year due to:	
Restricted by donor with time or purpose restrictions	(2,619,478)
Financial assets available within one year for general expenditures	$17,260,773

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.

NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS

Net Assets with donor restrictions are restricted and summarized as follows as of June 30, 2020:

	2020		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,332,760	2,332,760
Development Fund	141,883	-	141,883
	$ 286,718	$ 2,332,760	$ 2,619,478

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NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

	2019		
	Purpose Restricted	Perpetual in Nature	Total
Babcock Fund	$ 144,835	$ -	$ 144,835
Capital Campaign Fund	-	2,412,487	2,412,487
Development Fund	131,230	-	131,230
	$ 276,065	$ 2,412,487	$ 2,688,552

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.

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.

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NOTE 15 NET ASSETS WITH DONOR RESTRICTIONS (continued)

Below is the breakdown of the restricted activity above for the year ending June 30, 2020:

	2020	2019
Investment Income	$ 71,912	$ 21,918
Unrealized gain (loss) on Investments	(32,028)	16,098
Investment Fees	(16,880)	(17,963)
Total Annuity Activity	23,004	20,053
New Grants	10,186	3,260
Net assets released from restrictions	(102,264)	(96,431)
Beginning Assets with Donor Restrictions	2,688,552	2,761,670
Ending Assets with Donor Restrictions	$ 2,619,478	$ 2,688,552

NOTE 16 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertaintles 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.

On April 1, 2020, Riverbend successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

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NOTE 17 SUBSEQUENT EVENTS

In accordance with professional accounting standards, Riverbend has evaluated subsequent events through September 22, 2020, which is the date the financial statements were available to be issued. Events requiring recognition as of June 30, 2020, 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, 2020, with
Comparative Totals for 2019

	2020 Total	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Restorative Partial Hospital	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	Other (Non-BBH)	2019
PROGRAM SERVICE FEES																
Net Client Fees	$ 457,571	$ 37	$ 457,534	$ 65,825	$ (1,016)	$ (8,322)	$ (4,725)	$ 78,038	$ 19,465	$ 194,510	$ 13,110	$ 47,248	$ (1,094)	$ 30,842	$ 23,655	$ 469,281
HMO's	731,912	-	731,912	257,887	17,281	8,473	118	273,360	9,106	143,843	18,339	-	-	-	3,525	962,740
Blue Cross/Blue Shield	429,731	-	429,731	102,922	12,790	8,215	(1,447)	185,944	9,031	94,585	13,764	-	-	-	3,947	534,156
Medicaid	21,012,213	1,413,163	19,599,050	4,467,136	129,761	112,178	234,994	1,371,091	861,779	10,834,013	175,268	428,680	313,226	400,347	270,567	19,781,476
Medicare	729,129	-	729,129	1,591	609	3,388	3,787	253,624	20,206	439,241	5,949	(9)	-	46	697	895,662
Other Insurance	538,458	-	538,458	107,201	16,218	9,440	(1,303)	275,389	10,098	107,279	11,801	-	-	-	2,335	655,435
Other Program Fees	433,675	-	433,675	21,674	700	(169)	5,887	8,485	-	10,403	40	137,328	-	241,962	7,385	441,092
PROGRAM SALES																
Service	5,498,640	6,600	5,492,040	2,145	1,065,857	-	-	1,616,638	-	35,241	40,000	-	-	-	2,712,159	5,396,063
PUBLIC SUPPORT																
United Way	11,465	-	11,465	8,662	-	-	-	-	-	-	-	-	-	-	2,803	3,366
Local/County Gov't.	2,500	-	2,500	2,500	-	-	-	-	-	-	-	-	-	-	-	4,000
Donations/Contributions	174,980	7,620	167,360	41,252	-	-	1,115	3,136	1,330	26,204	1,000	1,135	-	-	92,188	158,523
Other Public Support	576,388	13,788	562,600	7,931	-	-	-	530,534	-	8,125	-	-	-	-	18,010	650,050
FEDERAL FUNDING																
Other Federal Grants	2,738,162	550,000	2,188,162	-	-	711,356	-	-	120,234	5,000	573,870	-	-	-	777,702	1,833,700
PATH	36,234	-	36,234	-	-	-	-	-	-	-	-	-	-	-	-	36,250
IN-KIND DONATIONS	170,784	-	170,784	5,200	-	-	-	-	-	-	-	-	-	38,234	-	170,784
OTHER REVENUES	314,653	7,690	307,063	17,621	17,396	24,904	1,230	17,627	9,316	51,734	47,026	23,597	-	34,321	62,291	83,183
BBH	1,887,912	-	1,887,912	8,456	7,708	711,356	-	88,179	244,766	3,000	824,447	-	-	-	-	1,418,392
TOTAL PROGRAM REVENUES	$ 35,746,407	$ 1,998,798	$ 33,747,609	$ 5,117,983	$ 1,287,304	$ 1,580,819	$ 239,636	$ 4,702,033	$ 1,305,331	$ 11,951,158	$ 1,724,634	$ 782,865	$ 312,132	$ 766,450	$ 3,977,264	$ 33,294,143

Riverbend Community Mental Health Inc.
SCHEDULE OF FUNCTIONAL EXPENSES
For the Year Ended June 30, 2020, with
Comparative Totals for 2019

	2020 Totals	Total Admin.	Total Programs	Children & Adolescents	Emergency Services/ Assessment	Behavioral Crisis Treatment Ctr.	Restorative Partial Hospital	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	Other (Non-BBH)	2019
PERSONNEL COSTS																
Salary &Wages	$ 22,118,232	$ 1,370,750	$ 20,747,482	$ 3,356,838	$ 734,428	$ 914,008	$ 216,506	$ 3,303,800	$ 1,040,212	$ 5,804,684	$ 1,458,898	$ 528,323	$ -	$ 724,749	$ 2,655,234	$ 20,281,709
Employee Benefits	4,425,729	348,488	4,077,241	745,730	96,387	140,167	53,548	451,245	277,569	1,331,484	197,915	111,703	-	206,177	465,218	4,100,848
Payroll Taxes	1,472,693	93,820	1,378,873	237,670	51,227	48,377	15,134	208,136	57,514	402,141	85,387	35,241	-	52,422	185,655	1,471,532
PROFESSIONAL FEES																
Substitute Staff	404,546	41,863	362,683	550	2,800	186,537	-	61,175	-	22,400	-	-	-	-	87,221	594,780
Accounting	43,370	43,370	-	-	-	-	-	-	-	-	-	-	-	-	-	48,363
Legal Fees	66,096	66,096	-	-	-	-	-	-	-	-	-	-	-	-	-	35,305
Other Prof. Fees/Consul.	1,364,293	536,784	847,529	54,892	3,491	12,263	1,194	77,602	3,714	55,987	3,080	2,306	541,245	1,793	89,952	1,324,110
STAFF DEV. & TRAINING																
Journals & Pub.	4,844	1,167	3,677	442	-	233	22	1,134	23	361	296	519	-	-	647	8,606
Conferences and Conv.	79,752	3,972	75,780	11,822	1,467	4,050	123	18,180	2,459	21,442	5,099	1,084	-	1,344	8,710	77,539
OCCUPANCY COSTS																
Rent	168,169	27,412	138,757	22,220	-	-	36,256	38,537	884	-	-	-	-	-	40,660	169,440
Heating Costs	84,562	9,182	55,380	6,974	1,377	2,401	1,373	8,606	752	11,488	1,456	-	-	18,157	2,797	82,127
Other Utilities	205,592	29,850	175,742	25,892	3,955	6,928	5,470	22,243	8,028	43,610	4,446	12,202	-	34,741	10,227	185,148
Maintenance and Repairs	172,635	37,090	135,605	21,351	2,604	4,477	561	22,702	3,829	31,857	5,425	3,531	-	30,523	8,255	171,832
Taxes	29,218	-	29,218	-	-	-	-	16,939	-	-	-	-	-	10,395	1,882	5,304
Other Occupancy Costs	41,372	18,857	24,515	1,831	107	209	212	4,897	384	4,200	145	1,352	-	3,765	7,712	42,249
CONSUMABLE SUPPLIES																
Office	417,041	90,428	326,613	58,429	4,330	16,540	5,216	40,938	17,296	100,477	22,423	10,588	-	12,887	39,491	206,863
Building/Household	94,557	10,645	83,912	9,523	1,138	2,110	3,099	8,407	2,510	17,762	10,273	9,837	-	15,031	4,222	69,529
Educational/Training	21,278	-	21,278	14,379	-	-	402	3,379	433	2,059	-	94	-	-	532	33,330
Food	75,139	12,444	62,695	4,923	310	3,024	13,391	5,584	223	4,155	10,166	18,184	-	2,649	2,086	83,208
Medical	232,232	11,008	221,224	1,929	60	557	206	43,156	1,090	6,957	1,806	1,339	-	484	163,644	97,346
ADVERTISING	105,856	50,626	55,230	7,648	595	7,362	641	4,595	2,087	12,175	3,110	1,202	-	1,671	14,164	168,401
PRINTING	38,301	27,289	11,012	1,962	45	226	92	2,328	81	4,162	323	-	-	-	1,793	38,665
TELEPHONE/ COMMUNICATIONS	363,736	68,280	301,456	51,585	32,594	10,197	2,589	48,517	9,805	69,749	20,428	14,025	-	14,318	29,758	333,285
POSTAGE/SHIPPING	24,708	4,867	19,841	3,442	568	993	774	1,869	819	7,126	1,078	442	-	1,188	1,533	19,134
TRANSPORTATION																
Staff	336,377	53,414	282,963	57,000	132	1,432	45	12,944	32,581	158,285	2,964	1,364	-	7,865	8,351	385,394
Clients	29,204	1,963	27,238	3,560	-	85	12,818	208	3	350	2,964	4,491	-	1,986	771	38,144
INSURANCE															-	
Malpractice and Bonding	179,542	29,892	149,650	18,349	15,430	15,067	2,749	14,185	6,267	30,775	18,238	3,050	-	4,343	23,407	164,333
Vehicles	14,913	1,408	13,505	2,027	-	-	5,077	-	-	767	-	3,713	-	1,921	-	14,142
Comp. Property & Liab.	23,273	4,154	19,119	4,076	393	689	118	3,128	635	4,991	884	66	-	2,936	1,192	21,173
INTEREST EXPENSE	252,221	126,808	125,413	60,463	213	3,046	-	34,568	2,478	-	2,900	-	-	14,828	6,929	215,104
IN-KIND EXPENSE	170,784	-	170,784	5,200	-	-	-	-	-	-	-	144,886	-	20,698	-	170,784
DEPRECIATION AND AMORTIZATION	1,154,082	569,612	584,470	157,362	16,188	32,804	6,841	82,411	19,036	131,393	25,601	4,847	-	68,485	39,512	966,676
EQUIPMENT MAINTENANCE	36,147	7,482	28,665	9,694	1,179	846	1,049	3,405	1,170	5,832	610	1,571	-	976	2,433	37,206
MEMBERSHIP DUES	44,393	37,089	7,305	405	-	-	-	6,146	150	794	449	220	-	-	150	43,325
OTHER EXPENDITURES	175,081	45,458	129,623	19,043	1,156	3,299	2,286	15,981	3,264	29,704	6,182	4,178	-	4,076	41,054	147,109
TOTAL EXPENSES	34,496,928	3,802,244	30,694,684	4,985,191	972,174	1,420,016	387,794	4,662,857	1,493,257	8,317,057	1,890,495	918,508	541,245	1,260,807	3,945,283	31,919,811
ADMIN ALLOCATION	-	(1,803,446)	1,803,446	297,014	57,921	84,604	23,105	271,852	88,967	495,524	112,634	54,724	7,200	73,118	234,783	-
TOTAL PROGRAM EXPENSES	34,496,928	1,998,798	32,498,130	5,282,195	1,030,095	1,504,620	410,899	4,934,709	1,582,224	8,812,581	2,003,129	973,232	548,445	1,333,925	4,180,076	31,919,811
SURPLUS/(DEFICIT)	$ 1,249,479	$ -	$ 1,249,479	$ (164,212)	$ 257,209	$ 76,196	$ (171,283)	$ (132,676)	$ (276,893)	$ 3,136,577	$ (278,495)	$ (190,367)	$ (236,313)	$ (589,475)	$ (202,812)	$ 1,374,332

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Riverbend Community Mental Health, Inc.
ANALYSIS OF DHHS-BBH REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2020

	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, 2020	$ 137,090	$ 1,887,912	$ (1,803,605)	$ 221,397

Analysis of Receipts:

BBH & Federal Fund Payments

07/19/19	$ 111	11/05/19	$ 116,364	03/17/20	$ 36,913
07/23/19	141,796	11/05/19	3,487	03/17/20	167,577
07/24/19	8,177	11/05/19	5,000	03/17/20	129,440
07/26/19	830	11/13/19	1,927	03/17/20	5,164
07/29/19	11,084	12/04/19	60,418	03/23/20	17,994
07/31/19	117,405	12/06/19	10,000	03/23/20	104,791
07/31/19	158,871	12/06/19	4,300	03/23/20	16,879
08/05/19	40,947	12/06/19	20,374	03/27/20	8,232
08/21/19	77,874	12/06/19	14,548	04/09/20	8,833
09/24/19	15,000	12/06/19	122,145	04/09/20	106,164
09/24/19	12,254	12/06/19	127,619	04/10/20	71,379
09/24/19	129,075	12/06/19	3,376	04/14/20	580
09/24/19	128,014	12/09/19	5,781	04/14/20	26,402
09/24/19	3,376	01/02/20	41,259	04/14/20	17,165
09/30/19	25,633	01/16/20	28,345	04/14/20	143,247
09/30/19	136,329	01/16/20	15,597	04/14/20	3,505
10/16/19	5,000	01/16/20	193,366	05/18/20	11,894
10/16/19	33,966	01/16/20	115,841	05/27/20	8,867
10/16/19	20,842	01/16/20	3,376	05/27/20	877
10/16/19	99,914	01/27/20	4,397	05/27/20	7,138
10/16/19	5,264	01/30/20	13,208	05/27/20	11,391
10/29/19	51,791	02/05/20	49,282	05/27/20	201,221
11/04/19	49,322	02/12/20	154,638	05/27/20	128,899
11/04/19	35,682	02/24/20	8,127	05/27/20	3,376
11/05/19	20,464	02/24/20	25,766	06/03/20	4,166
11/05/19	14,337	02/24/20	15,872	06/15/20	478,621
11/05/19	128,432	02/24/20	3,418	06/16/20	68,068
		02/26/20	54,194	06/26/20	2,723

Less: Federal Monies (2,681,716)

$ 1,803,605

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Riverbend Community Mental Health, Inc.
ANALYSIS OF CLIENT SERVICE FEES
For the Year Ended June 30, 2020

	Accounts Receivable, Beginning	Gross Fees	Contractual Allowances & Discounts	Bad Debts and Other Charges	Cash Receipts	Accounts Receivable, Ending
Client fees	$ 1,386,938	$ 3,438,061	$ (2,732,343)	$ (1,069,969)	$ (472,851)	$ 549,836
Blue Cross/Blue Shield	89,397	785,423	(353,221)	13,970	(442,512)	93,057
Medicaid	1,672,318	43,272,696	(22,747,093)	(421,225)	(20,184,555)	1,592,141
Medicare	355,388	1,040,609	(311,481)	3,270	(734,880)	352,906
Other insurance	553,803	2,060,356	(781,983)	(42,225)	(1,498,726)	291,225
Housing fees	6,080	412,285	(8,727)	(2,190)	(401,266)	6,182
TOTALS	$ 4,063,924	$ 51,009,430	$ (26,934,848)	$ (1,518,369)	$ (23,734,790)	$ 2,885,347

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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, 2020

Federal Grantor/Program Title	Pass-Through Entity Number	CFDA 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 Opiold Response		93.788	$ 731,517
Medical Assistance Program		93.778	45,136
Medical Assistance Program		93.778	75,098
			120,234
SAMSHA Projects of Regional and National Significance	5H79SM062163-02	93.243	51,791
Projects for Assistance in Transition from Homelessness	95-42-123010-7926	93.150	38,234
Provider Relief Fund		93.498	550,000
TOTAL EXPENDITURES OF FEDERAL AWARDS			$ 1,491,776

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, 2030. 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.

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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License #167

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

To the Board of Directors
Riverbend Community Mental Health, Inc.
Concord, New Hampshire

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Riverbend Community Mental Health, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2020, 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 September 22, 2020.

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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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
September 22, 2020

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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

We have audited Riverbend Community Mental Health, Inc.'s compliance with the types of compliance requirements described 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, 2020. 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.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for each of Riverbend Community Mental Health, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. 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). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Riverbend Community Mental Health, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Riverbend Community Mental Health, Inc.'s compliance.

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Opinion on Each Major Federal Program

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, 2020.

Report on Internal Control Over Compliance

Management of Riverbend Community Mental Health, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Riverbend Community Mental Health, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program 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 internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Riverbend Community Mental Health, Inc.'s 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 first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

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
September 22, 2020

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Riverbend Community Mental Health, Inc.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
June 30, 2020

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
   93.788 - Medication Assisted Treatment (Waypoint FKA Child & Fam. Svs.)

8. The threshold used for distinguishing between Types A and B programs was $750,000.

9. Riverbend Community Mental Health, Inc. was determined to not 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
2020-2021

John Barthelmes, **Chair**
James Doremus, **Vice Chair**
Andrea Beaudoin, **Assistant Secretary**
Lisa Madden, **President/CEO**, *Ex Officio*
Frank Boucher
Leslie Combs
Christopher Eddy
Lucy Hodder
Nicholas Larochelle
Rabbi Robin Nafshi
Bradley Osgood
Glenn Shepherd
James Snodgrass
Carol Sobelson
Robert Steigmeyer, *Ex Officio*

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Chris Mumford

Experience

2017-present Riverbend Community Mental Health Center Concord, NH

Chief Operating Officer

- Responsible for all administrative aspects within service programs including budget development and management; program planning, working with the Community Affairs Office to develop revenue streams, reporting to funders, and resource deployment.
- Works with program management to insure adequate staff resources by promoting a work environment in which staff are supported, offered rich career development opportunities, and held accountable for performance.
- Develop, monitor, and oversee Riverbend facilities, in conjunction with the Chief Financial Officer, to provide adequate, safe space for clients and staff.
- Work with Chief Financial Officer to develop and oversee a strategic plan for Riverbend facilities.
- Develop, monitor, and oversee Riverbend technology to provide efficient service delivery, documentation, and revenue generation.
- Maintain agency credibility in the community through strong working relationships with other area agencies, working with development and public relations staff to feature positive agency profile, and preparing reports to monitor efficiency and effectiveness of services for, internal and external stakeholders.
- Oversee creation of policies and procedures for existing/future services.
- Establish and maintain relationships with insurers and managed care companies as needed.
- Attend agency, community and State meetings to represent Riverbend.
- Update and maintain professional knowledge and skills by attending relevant workshops and trainings, actively reviewing professional literature and seeking ongoing supervision and peer discussion.
- Work with the Bureau of Behavioral Health to implement Bureau directives and programming to meet Bureau expectations.
- Communicate agency values to staff and provide positive leadership to help staff view change as an opportunity.
- Engage in strategic and tactical planning to identify and maximize opportunities to meet community need.
- Maintain positive working relationships with colleagues, direct reports, and others within Riverbend and in the community.
- Act, along with CFO, as CEO in his/her absence.
- Work effectively with other members of senior management and share in coverage of management and clinical responsibilities.

2013-present Riverbend Community Mental Health Center Concord, NH

CSP Program Director

- Provides leadership for program of ~1200 adults with severe and persistent mental illness.
- Direct Supervision for 12 Managers overseeing a program of 80+ staff.
- Assures quality of clinical services of the program.
- Clinical Program development including integrated primary care, therapeutic evidenced-based practices, issues of engagement, and Trauma-informed service delivery.
- Manages program operations to optimize efficient service delivery including policy development.
- Manages resources to obtain positive financial outcomes including budget development.
- Actively engages in collaboration, teamwork, and relationship building to optimize the quality of services, program and agency effectiveness, and employee job satisfaction.

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- Collaboration with other program directors to assure positive and effective program interface.
- Works with senior management to assure program needs are met with regard to personnel, IT, space, and financial resources.
- Establishes and maintains strong working relationships with 5 West, NHH, NFI, NH State Prison, MCHOC, and BBH.
- Assures compliance with documentation and other quality assurance requirements.
- Oversees requirements of State law, rules and regulations including the implementation of the Community Mental Health Agreement as it relates to the program.
- Consultation and education across the agency regarding the Adult Needs & Strengths Assessment, Supported Employment, ACT, DBT, and IMR.
- Member of Agency Committees: Clinical Records, Evidence-based practices, Investment and Quality Council.
- Key participant in the program move to the West Street location including needs assessment, design and coordination of the move.
- Ongoing development and training around working with Borderline Personality Disorder.
- Agency trainer for Adult Eligibility Determinations.

2009-2013 Riverbend Community Mental Health Center Concord, NH

Clinical Team Leader

- Provided clinical and administrative supervision to 7 Adult Clinicians.
- Provided licensure supervision to clinicians from other programs.
- Developed and provided staff training on the topics of Borderline Personality Disorder (BPD) and Dialectical Behavioral Therapy (DBT).
- Managed referrals for individual and group psychotherapy at CSP.
- Managed the intake schedule for CSP.
- Reviewed all forensic referrals to the CSP program and authorizing admission to CSP intake.
- Served as interim NHH liaison and back-up to the NHH liaison.
- Assured program adherence to HeM 401 regarding intakes and eligibility.
- Provided individual psychotherapy to a caseload of up to 20.
- Exceeded benchmark by over 275 hours since 2009 averaging more than 15 hours over per quarter.
- Served on the Clinical Records Committee.
- Coordinated internship opportunities at CSP.
- Trained as a trainer for the Adult Needs and Strengths Assessment (ANSA) tool in 2011.

2003-2009 Riverbend Community Mental Health Center Concord, NH

Adult Clinician I, II, & III

- Provided individual and group psychotherapy for adults suffering with Severe and Persistent Mental Illness.
- Completed weekly assessments for State-supported services (eligibility determinations).
- Provided linkage to outside resources for those CSP applicants determined not eligible for CSP.
- Worked closely with interdisciplinary team.
- Co-led DBT Skills group for over 5 years.
- Proficiency with Dialectical Behavioral Therapy.
- Developed and provided staff training sessions for DBT.
- Developed and facilitated a Men's Anger Management Group.
- Developed and facilitated a Social Skills Group for adults with psychotic disorders.
- Provided short-term and solutions-focused individual psychotherapy with the privately insured client population (those not eligible for CSP) at Riverbend Counseling Associates part-time for about 18 months.

2002-2003 Riverbend Community Mental Health Center Concord, NH

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Residential Psychiatric Rehabilitation Specialist

- Provided Mental Illness Management Services (MIMS) to adults with severe mental illness living in supported housing.
- Medication support services

2002-2003 New Hampshire Hospital Concord, NH

Psychiatric Social Worker *Internship*

- Initial assessments on an admission unit.
- Discharge coordination with numerous community agencies.

2001-2002 Carroll County Mental Health Center Wolfeboro, NH

Adult Clinician *Internship*

- Individual psychotherapy with adults living with severe mental illness.
- Emergency Services assessment, intervention, and linkage.
- Facilitated voluntary and involuntary psychiatric hospitalizations.

Participation in DBT Skills group

Education

2001-2003 University of New Hampshire Durham, NH

Master of Social Work

- Magna Cum Laude

1994-1998 University of New Hampshire Durham, NH

Bachelor of Arts in Psychology

- Cum Laude

Licensure

Licensed Independent Clinical Social Worker

- March 17, 2007
- License #1367
- Provision of licensure supervision since 2007.

References

References are available on request.

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Jennifer Griffey

Chief Financial Officer

Growth-focused executive with 15 years proven success in all aspects of hospital financial operations, displaying strong leadership and fiscal responsibility even in times of crisis. Drive improvements in budgeting, analytics, financing, and audits. Data-based decision maker with deep understanding of healthcare industry including legal aspects. Strong problem-solving leader who builds rapport and trust with high-performing teams, communicates effectively, achieves consensus among key stakeholders, and directs organizations to success.

Areas of Expertise

- Financial Operations
- Budget Control
- Leadership | Operations
- Contract Negotiations
- Business Strategy
- Performance Improvement
- Controller / GAAP
- ERPs
- Risk Management
- Long-range Financing
- Regulatory Compliance
- Rural/Safety Net Health Systems

Career Accomplishments

Financed $14M radiology department renovation, $13M primary care facility acquisition, and $1.2M pharmacy infusion project.

Revamped patient financial services, reducing days in AR by 10, increasing clean claims rate by 25%, and increasing cash collections by 15% through audit, employee training initiatives, and new software.

Reduced operating expenses by 15% with improved contract negotiation, reducing unnecessary service subscriptions and streamlining inefficient departments.

Maximized cash availability and met all cash obligations to avoid insolvency during COVID 19 and Chapter 11 by limiting non-essential expenses and projects, crafting innovative employee schedules to limit force reduction, and utilizing alternative service lines such as telehealth.

Professional Experience

Chief Finance Officer

Riverbend Community Mental Health Center — 2020 to Present

Direct fiscal management of a private, nonprofit community mental health center with 24/7 emergency mobile crisis, addiction counseling, residential programs, counseling services and a $35M annual operating budget.. Key member of the executive team collaborating with the Board of Directors, Senior Management Team and outside stakeholders on key financial issues to ensure financial stability and growth. Oversees the preparation of key statistical and financial reports for submission to major funding sources, regulatory bodies, managed care companies and internal stakeholders. Oversees critical business functions such as A/R, reimbursement rates, internal financial reporting, annual budget, cash management, insurance and acquisition/financing of real estate to meet programmatic needs.

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Key Accomplishments:

- Maintained a strong budget and financial plan, achieving support of board and senior leaders, ensuring financial stability during the time of COVID19.
- Negotiated and renewed annual liability insurance with a minimal increase to the annual premium..
- Fostered collaborative environment, providing financial expertise to department managers.

Chief Finance and Operations Officer

Calais Regional Hospital, Calais, Maine 2019 to 2020

Direct fiscal management and operations of 25-bed critical access hospital with Rural Health Clinic and Home Health Divisions and $25M annual budget. Key member of the executive team, collaborating with administration, managers, medical staff, Board of Trustees, outside auditors, financial institutions, and third-party suppliers. Lead operating and capital budgets, maintain funds, expenditures, and business activities, and create strategic plans while complying with regulations. Present information to the Board, managers, auditors, and public. Subject matter expert on several committees to improve hospital direction and functioning.

Key Accomplishments:

- Recruited for role due to unique combination of finance and legal expertise.
- Created a strong budget and financial plan, achieving support of board and senior leaders, establishing financial viability for Chapter 11 bankruptcy exit.
- Negotiated essential vendor contracts to ensure continuity of service during bankruptcy transition.
- Fostered collaborative environment, providing financial expertise to department managers.
- Reduced days in AR from 50 to 40 with effective fiscal policies and procedures, finding weaknesses in revenue cycle, increasing patient service cash collection, and reducing claims denial.

Hospital Controller

Natividad Medical Center, Salinas, CA 2015 to 2019

Led financial operations and internal controls of 173-bed safety net hospital with Level 2 Trauma Center funded through CA 1115 Medicaid Waiver with annual budget of $275M. Oversaw department directors, creating financial plans to increase revenue, contain costs, and meet budget goals. Analyzed revenue trends, service lines, payor mix, and operational statistics, recommending strategic actions for improvements. Produced accurate, timely, and complete financial reports, including balance sheet reconciliation, annual cost report, quarterly OSHPD report, and audits. Maintained comprehensive internal controls to mitigate risk and ensure compliance with GAAP and GASB. Established long range financial plan and annual operating and capital budgets.

Key Accomplishments:

- Implemented financial reporting dashboard providing real time access to financial data and improving decision making and annual budget process.
- Cut AP days outstanding from 30 to 15 by streamlining workflow and establishing KPIs.

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- Managed A/R aging days, ensuring collections met cash needs, monitoring payor contracts and chargemaster data, and reducing repayments due to inaccurate reimbursement.
- Added key information during union labor negotiations, modeling pay/benefit scenarios, and determining financial feasibility of various proposals.
- Reduced month end close days from 25 to 5 by revamping close process and training team on best practices.

Earlier Professional Highlights

Assistant Controller | Accounting Manager
Central California Alliance for Health, Scotts Valley, CA

- Managed financial operations of Medi-Cal Health Plan with $50M operating budget for three counties including month end close, accounts payable, payroll, and annual audits.
- Reduced month end close days from 15 to 5 by automating key reports and journal entries.
- Implemented 1095 reporting requirements under ACA.

Education and Credentials

Master of Science in Accounting, Southern New Hampshire University, Hooksett, NH
Juris Doctor, Lincoln Law School, San Jose, CA
Bachelor of Arts in History, Brigham Young University, Provo, UT

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LISA K. MADDEN, MSW, LICSW

PROFESSIONAL EXPERIENCE

Riverbend Community Mental Health Center, Inc., Concord, NH, 5/2020 – present
President and Chief Executive Officer
Concord Hospital, Concord, NH, 5/2020 – present
Vice President of Behavioral Health
Chief executive for a full service community mental health center serving the greater Concord community. This position is responsible for the oversight of all clinical, financial, human resource, community advocacy and fundraising operations. Riverbend is a member of the Capital Region Health Care system and the President & CEO sits on the Board of Directors. This Vice President of Behavioral Health at Concord Hospital is a member of the senior leadership team. This position works collaboratively with medical and administrative leadership to advance services for those dealing with mental illness and addiction issues. This position is responsible for the oversight of all professional psychiatric services in the facility. The VP works closely with the nursing leadership to manage the inpatient psychiatric treatment services as well.

Southern New Hampshire Health, Nashua, NH, 7/15 – 5/2020
Associate Vice President of Behavioral Health
Executive Director of Region 3 Integrated Delivery Network
Responsible for the oversight of all behavioral health services within Southern New Hampshire Health system, this includes services at Southern New Hampshire Medical Center (SNHMC) and Foundation Medical Partners (FMP). In addition, serve as the Executive Director of the 1115 DSRIP Integrated Delivery Network (ION) for the Greater Nashua region. Duties for both positions include:

- Member of the Executive Leadership Team for both SNHMC and FMP.
- Oversee the program development, implementation and clinical services in the following departments:
  - Emergency Department
  - Partial Hospital Program (PHP)
  - Intensive Outpatient Program for Substance Use Disorders (IOP)
  - 18 bed inpatient behavioral health unit (BHU)
  - Foundation Counseling and Wellness -outpatient clinical services
  - Foundation Collaborative Care - outpatient psychiatric evaluation and medication management
  - Center for Recovery Management - medication for addiction treatment (MAT)
  - Integrated Behavioral Health in Primary Care Practices
- Responsible for the fiscal management of the above.
- Work closely with medical providers, practice managers and staff to address the needs of people living with mental illness and addictions. Addressing issues related to stigma and supporting their efforts to treat everyone with dignity and respect.
- Represent SNHH in community forums including:
  - New Hampshire Hospital Association Behavioral Health Peer Group

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  - New Hampshire Hospital Association Behavioral Health Learning Collaborative
  - Mayor's Suicide Prevention Task Force
- Seek funding for programs from various foundations and organizations.
- Participate in quality reviews and discussions with private insurance companies and state managed care organizations. Discussions include incentive options and program development opportunities for their members.
- Work closely with DHHS leadership to advance clinical treatment options in the community.
- Responsible for the implementation of the 1115 DSRIP waiver in Greater Nashua
  - SNHMC is the fiscal agent for the demonstration.
  - Work closely with 30 community partners to achieve the goals of the waiver.
  - Member of the Workforce Development Policy Subcommittee, focus on legislative opportunities that will assist with addressing the workforce shortage in NH.
  - Participate in extensive governance process that assures transparency in the distribution of funds to community partners.
  - Assure the special terms and conditions established by the state are implemented.

Center for Life Management, Derry, NH
Vice President and Chief Operating Officer, 6/05 - 6/15

Responsible for the oversight of efficient operations of outpatient clinical systems of care in accordance with all federal and state requirements.

- Oversee all clinical services for the Community Mental Health Center for Region 10 in New Hampshire. Services include various therapeutic interventions, targeted case management, supported housing, wellness services, integrated care and community support services.
- Increased revenue by over 100% and increased staff by 41%. Responsible for the management of approximately 200 employees under operations.
- Established and maintain clinical service goals and incentive pay for performance system within a financially self-sustaining model of care.
- Provide leadership for extensive program development. Responsible for the implementation and expansion of new or existing programs in response to community needs.
- Responsible for monitoring clinical and administrative costs and revenue generation as well as the submission of the annual program budgets to the President and CEO.
- Collaborate with the Vice President of Quality and Compliance to determine the training needs for clinical and administrative staff.
- Assist the President and CEO in developing short and long range strategic plan including program expansions, business development, facilities and capital usage and/or improvements.
- Responsible for the establishment and maintenance of an integrated care model which allows for seamless access to services within the agency, coordination of services with area healthcare providers, as well as provision of behavioral healthcare consultation services at the physicians offices.
- Assisted in the process of consolidating three sites into one new facility in July 2007. Primary responsibility for the expansion of services in Salem in September 2014.
- Worked closely with the COO of a local hospital to develop and expand a long term contract to provide emergency evaluation services at the hospital and to assist

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with disposition to appropriate level of care.

- Worked extensively with Senior Management to prepare for Medicaid Care Management in New Hampshire. Part of the team that established the first in the state per member per month contract with the MCO's inclusive of incentive metrics.

Lisa K Madden, LICSW, LLC
Consultant, 6/04 - 6105

Independent contractor providing consultation services to a community counseling center and a specialized foster care organization.

Interim Clinic Director, 8104 - 5105
Wayside Youth and Family Support, Framingham, MA

Responsible for the turnaround management of a large community counseling center in Framingham. Accomplishments include:

- Reorganized clinical team, supervisory structure and support staff functions
- Implemented necessary performance improvement plans
- Hired staff with significantly increased productivity expectations
- Assisted in the implementation of a new Performance Management and Billing System
- Worked diligently to foster a positive work environment through extensive verbal and written communication; staff involvement in decisions when appropriate; providing direct feedback when necessary; and by providing support. The goal was to foster a positive and cooperative "culture" in the clinic.
- Assisted senior management with budget development.

Clinical Supervisor, 7104 - 6105
The Mentor Network, Lawrence MA

- Provide clinical supervision to MSW's seeking independent licensure.
- Provide training and consultation to the staff on such topics as diagnostic evaluations, treatment plans and case presentations.
- Provide group support and trauma debriefing after a critical incident.

The Massachusetts Society for the Prevention of Cruelty to Children (MSPCC)
The Family Counseling Center
Northeast Regional Clinic Director, Lawrence, .MA 12/99 - 9/03

Responsible for turnaround management of the clinics in the Northeast Region of MSPCC, specifically the cities of Lawrence, Lynn and Lowell. The clinics had been struggling with staff recruitment and retention, reduced revenue, poor management of contracts, as well as significant problems in the medical records department. Responsibilities included budget development, implementation and accountability. Accomplishments include:

- Grew clinical team from 15 to 32 clinicians in three years.
- Developed Multi-Cultural Treatment Team.
- Increased annual third party revenue by 70%; increased annual contract revenue by 65%.
- Contracts with the Department of Social Services; the Department of Mental Health in conjunction with the Professional Parent Advocacy League; the Department of Education and the Community Partnerships for Children and HeadStart.
- Organized a successful site visit for re-licensure from the Department of Public Health (DPH) as well as the Council on Accreditation (COA).
- Reorganized Medical Records to meet DPH and COA standards; reorganize claims support resulting in increased revenue received for services rendered and significantly reduced write-offs.
- Participated on the HIPAA Task force-assisted in the development and implementation of the federally mandated Health Information Portability and Accountability Act policies and procedures for **MSPCC.**

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Clinic Director, Hyannis, MA 9/95-12/99
Responsible for the turnaround management of a regional clinic serving children and families on Cape Cod. The clinic had experienced over 70% turnover, significant reduction in revenue, and a series of very negative stories in the local media because of the agency's response to the implementation of managed care. Responsible for marketing and public relations; redevelopment of a high quality clinical treatment team; as well as, increasing revenue and program development. Accomplishments include:

- Grew clinical team from 12 to 37 in three years.
- Streamlined intake procedures to increase access to services and reduce wait times.
- Increased annual third party revenue by 80%.
- Developed consultative relationships with two of Cape Cod's most well respected children's services providers.
- Developed first private/public partnership between MSPCC and a private practice to increase the availability of specialty clinical services.
- Developed internship program for Master's level clinician candidates.

North Essex Community Mental Health Center, (NECMHC, Inc.), Newburyport/Haverhill, MA
Employee Assistance Professional, Clinical Social Worker, 9/93-7/95

NECMHC, Inc., Newburyport/Haverhill, MA
Clinical Social Worker - Intern, 5193-9/93

Worcester Children's Friend Society, Worcester, MA
Clinical Social Worker - Intern, 9/92-4/93

The Jernberg Corporation, Worcester, MA
EAP Case Management Supervisor, 4190-4/93
EAP Case Manager, 2/89-4/90

The Carol Schmidt Diagnostic Center and Emergency Shelter, YOU, Inc., Worcester, MA, 10/85-2/89
Clinical Counselor I & II

EDUCATION

University of Connecticut, School of Social Work, West Hartford, CT
Masters in Social Work, Casework/Administration, August 1993

Clark University, Worcester, MA
Bachelor of Arts, Government/Human Services, May 1985

PROFESSIONAL LICENSE

Licensed Independent Clinical Social Worker, MA # 1026094

TEACHING and PUBLICATION

Mental Health Management, New England College, Graduate School
Summer2007

Madden, Lisa K., 2009. Targeted Case Management Implementation at the Center for Life Management, Compliance Watch, volume 2, issue 3, p. 8-10.

References available upon request

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Riverbend Community Mental Health, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Lisa K. Madden	CEO	$200,000/year	0%	$0.00
Chris Mumford	COO	$130,000/year	0%	$0.00
Jennifer Griffey	CFO	$140,000/year	0%	$0.00

NOS 0120 - 11-12 2020

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Riverbend Community Mental Health, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at PO Box 2032, 3 N. Main St., Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), 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, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,697,580.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

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

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/14/2020
Date

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

Riverbend Community Mental Health, Inc.

10/14/2020
Date

DocuSigned by:
Lisa K. Madden
Name: Lisa K. Madden
Title: President & CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

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

OFFICE OF THE ATTORNEY GENERAL

10/19/2020
Date

DocuSigned by:
DSCA8202E32C4AE...
Name: Catherine Pinos
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:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,432.00	$ -	$ 165,432.00	$ -	$ -	$ -	$ 165,432	$ -	$ 165,432.00
2. Employee Benefits	$ 49,630.00	$ -	$ 49,630.00	$ -	$ -	$ -	$ 49,630	$ -	$ 49,630.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenence	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
6. Travel	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000.00
7. Occupancy	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -	$ 2,600	$ -	$ 2,600.00
Postage	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
Insurance	$ 1,900.00	$ -	$ 1,900.00	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
9. Software	$ 1,265.00	$ -	$ 1,265.00	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 28,551	$ 28,551	$ -	$ -	$ -		$ 28,551	$ 28,551
TOTAL	$ 237,927	$ 28,551	$ 266,478	$ -	$ -	$ -	$ 237,927	$ 28,551	$ 266,478
Indirect As A Percent of Direct		12.0%							

DS
LKM
Contractor Initials

10/14/2020
Date

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14 mac

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

Jeffrey A. Meyers
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

August 13, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Please see attached financial details.

EXPLANATION

This request is **sole source** because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Riverbend Community Mental Health, Inc.		1.4 Contractor Address PO Box 2032, 3 N. Main Street Concord, NH 03302-2032	
1.5 Contractor Phone Number 603-226-7505	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6, 851,601
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Peter Evers President & CEO	

1.13 Acknowledgement: State of NH, County of Merrimack

On 7-29-19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Andrea D Beaudoin

ANDREA D. BEAUDOIN NOTARY PUBLIC NEW HAMPSHIRE MY COMMISSION EXPIRES OCT. 21, 2020

1.13.2 Name and Title of Notary or Justice of the Peace

Andrea D. Beaudoin Senior Executive Assistant

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials [illegible]
Date 7/24/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials PE
Date 7/24/19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials JE
Date 7/29/19

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

Exhibit A

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

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

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

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

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

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

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

Exhibit A

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10th) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Riverbend Community Mental Health, Inc.

Budget Request for: 05-95-92-920510-8141-HOUSING

Budget Period: SFY20 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share/Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 87,265.00	$ -	$ 87,265.00	$ -	$ -	$ -	$ 87,265.00	$ -	$ 87,265.00
2. Employee Benefits	$ 28,179.00	$ -	$ 28,179.00	$ -	$ -	$ -	$ 28,179.00	$ -	$ 28,179.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 488.00	$ -	$ 488.00	$ -	$ -	$ -	$ 488.00	$ -	$ 488.00
6. Travel	$ 3,825.00	$ -	$ 3,825.00	$ -	$ -	$ -	$ 3,825.00	$ -	$ 3,825.00
7. Occupancy	$ 712.00	$ -	$ 712.00	$ -	$ -	$ -	$ 712.00	$ -	$ 712.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,575.00	$ -	$ 1,575.00	$ -	$ -	$ -	$ 1,575.00	$ -	$ 1,575.00
Postage	$ 570.00	$ -	$ 570.00	$ -	$ -	$ -	$ 570.00	$ -	$ 570.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 712.00	$ -	$ 712.00	$ -	$ -	$ -	$ 712.00	$ -	$ 712.00
Insurance	$ 1,425.00	$ -	$ 1,425.00	$ -	$ -	$ -	$ 1,425.00	$ -	$ 1,425.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
9. Software	$ 949.00	$ -	$ 949.00	$ -	$ -	$ -	$ 949.00	$ -	$ 949.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin		$ 15,278	$ 15,278	$ -	$ -	$ -		$ 15,278	$ 15,278
TOTAL	$ 126,900	$ 15,278	$ 142,178	$ -	$ -	$ -	$ 126,900	$ 15,278	$ 142,178

Indirect As A Percent of Direct: 12.0%

Contractor Initials: [illegible]
Date: 7/25/19

Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Riverbend Community Mental Health, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor/Shares/Match: Direct	Contractor/Shares/Match: Indirect	Contractor/Shares/Match: Total	Funded by DHHS contract shares: Direct	Funded by DHHS contract shares: Indirect	Funded by DHHS contract shares: Total
1. Total Salary/Wages	$ 118,354.00	$ -	$ 118,354.00	$ -	$ -	$ -	$ 118,354	$ -	$ 118,354.00
2. Employee Benefits	$ 34,806.00	$ -	$ 34,806.00	$ -	$ -	$ -	$ 34,806	$ -	$ 34,806.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -	$ 650	$ -	$ 650.00
6. Travel	$ 5,100.00	$ -	$ 5,100.00	$ -	$ -	$ -	$ 5,100	$ -	$ 5,100.00
7. Occupancy	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,100.00	$ -	$ 2,100.00	$ -	$ -	$ -	$ 2,100	$ -	$ 2,100.00
Postage	$ 780.00	$ -	$ 780.00	$ -	$ -	$ -	$ 780	$ -	$ 780.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
Insurance	$ 1,900.00	$ -	$ 1,900.00	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
9. Software	$ 1,265.00	$ -	$ 1,265.00	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800	$ -	$ 1,800.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 680.00	$ -	$ 680.00	$ -	$ -	$ -	$ 680	$ -	$ 680.00
14. Admin	$ -	$ 20,303	$ 20,303	$ -	$ -	$ -		$ 20,303	$ 20,303
TOTAL	$ 165,195	$ 20,303	$ 189,498	$ -	$ -	$ -	$ 165,195	$ 20,303	$ 189,498
Indirect As A Percent of Direct		12.0%							

Contractor Initials: PE
Date: 7/24/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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

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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: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name: Peter Evers
Title: CEO

DocuSign Envelope ID: C4C1933F-71B0-4758-A04A-CDD9DF2DBD8A

CERTIFICATION REGARDING LOBBYING

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

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

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

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

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)

3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name: Peter Evans
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/15
Date

Name: Peter Evans
Title: CEO

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

The Vendor 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:

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name: Peter Evers
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 Vendor 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 Vendor 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.

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name: Pete Even
Title: CEO

DocuSign Envelope ID: C4C1933F-71B0-4758-A04A-CDD9DF2DBD8A

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

Vendor Initials CE

Date 7/29/19

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	Riverbend Community Mental Health, Inc
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Peter Evans
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/29/19
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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

Vendor Name: Riverbend Community Mental Health, Inc.

7/29/19
Date

Name:
Title:

FORM A

As the Vendor 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 DUNS number for your entity is: 081259915

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: _____

Vendor Initials IE

Date 7/29/19

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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program 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 August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), 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, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022.

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

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:
   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 r upon Governor and Executive 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

6/16/2021
Date

DocuSigned by:
Katja Fox
ED9D65D04C03442...
Name: Katja Fox
Title: Director

Monadnock Family Services

6/16/2021
Date

DocuSigned by:
Philip Wyzik
643F02AA3FE7407...
Name: Philip Wyzik
Title: CEO

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

OFFICE OF THE ATTORNEY GENERAL

6/16/2021
Date

DocuSigned by:
D6CA0202E32C4AE...
Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

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

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

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

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

5.2. The Contractor shall notify the Department, in writing, each month of:

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

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 16,543	$ -	$ 16,543	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		0.0%							

Contractor Initials PW

Date 5/16/2021

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: 0005337887

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of April A.D. 2021.

William M. Gardner

Secretary of State

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CERTIFICATE OF AUTHORITY

I, __Brian Donovan_____, 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 ___May 27_____, 2021____, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That _____Philip Wyzik, CEO & Gigi Pratt, CFO_____ (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 **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: 5/27/21

Signature of Elected Officer
Name: BRIAN P DONOVAN
Title: CHAIR OF BOARD OF DIRECTORS

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 06/11/2021

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 Brown & Brown of New Hampshire 309 Daniel Webster Highway Merrimack NH 03054	CONTACT NAME: Patricia LeBlanc PHONE (A/C, No, Ext): (603) 424-9901 FAX (A/C, No): (866) 848-1223 E-MAIL ADDRESS: pleblanc@bbnhins.com
INSURED Monadnock Family Services 64 Main Street Keene NH 03431	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A: Massachusetts Bay Insurance Company — 22306 INSURER B: Allmerica Financial Benefit Insurance Company — 41840 INSURER C: The Hanover Insurance Company — 22292 INSURER D: Technology Insurance Company, Inc. — 42376 INSURER E: — INSURER F: —

COVERAGES **CERTIFICATE NUMBER:** 20-21 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [ ] OTHER:	Y		ZDV D360398-03	09/01/2020	09/01/2021	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG [ ]	$ 1,000,000 $ 100,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ $
B	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY			AWV D360674-03	09/01/2020	09/01/2021	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Medical payments	$ 1,000,000 $ $ $ $ 5,000
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 0			UHV D360401-03	09/01/2020	09/01/2021	EACH OCCURRENCE AGGREGATE [ ]	$ 2,000,000 $ 2,000,000 $
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		TWC3900815	09/01/2020	09/01/2021	[X] PER STATUTE [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	3A State: NH $ 500,000 $ 500,000 $ 500,000
A	Human Services Professional Liability			ZDV D360398-03	09/01/2020	09/01/2021	Each Claim Aggregate	1,000,000 3,000,000

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

General Liability: Certificate holder is an additional insured when required by written contract. Employees & Volunteers are an additional insured. All licensed staff, clinicians, except for doctors/psychiatrists are covered under the Monadnock Family Services policies while employed at Monadnock Family Service. This Professional Liability provides Contingent Coverage for Monadnock Family Services for "actions of the doctor/psychiatrist" named in the suit. Primary coverage for the doctor/psychiatrist is not provided however is verified to be elsewhere.

CERTIFICATE HOLDER

State of NH Dept of Health and 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

Julie Bernier

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MONADNOCK FAMILY SERVICES

Inspiring hope since 1905

Our Mission:

Our mission is to be a source of health and hope for people and the communities in which they live, particularly as it pertains to mental illness. We create services that heal, education that transforms, and advocacy that brings a just society for everyone.

Our Vision:

We see a community in which the needs of our clients are met through understanding and skillful providers, supportive and accessible services, and a rich array of opportunities for growth.

Our Service Standard:

All our interactions with clients, customers, stakeholders and each other are at the same level of quality and professionalism we expect from health care providers treating ourselves or our family members. This is our standard for quality.

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Financial Statements

MONADNOCK FAMILY SERVICES, INC.

FOR THE YEARS ENDED
JUNE 30, 2020 AND 2019
AND
INDEPENDENT AUDITORS' REPORT

Leone, McDonnell & Roberts
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

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MONADNOCK FAMILY SERVICES, INC.

JUNE 30, 2020 AND 2019

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

To the Board of Directors of
Monadnock Family Services, Inc.
Keene, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Monadnock Family Services, Inc. (a New Hampshire nonprofit organization), which comprise the statement of financial position as of June 30, 2020 and 2019, 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, 2020.

Management's Responsibility 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Monadnock Family Services, Inc. as of June 30, 2020 and 2019, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2020 in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Monadnock Family Services, Inc.'s June 30, 2019 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 31, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019, is consistent, in all material respects, with the audited financial statements from which it has been derived.

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 18 - 20 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.

Leone McDonnell & Roberts,
Professional Association

Wolfeboro, New Hampshire
October 14, 2020

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MONADNOCK FAMILY SERVICES, INC.

STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2020 AND 2019

ASSETS

	2020	2019
CURRENT ASSETS		
Cash and equivalents	$ 1,604,971	$ 1,129,329
Accounts receivable:		
Client fees	269,740	309,150
Medicaid and Medicare	265,449	266,341
Insurance	100,108	84,409
Other	574,780	344,184
Allowance for doubtful accounts	(380,557)	(385,497)
Prepaid expenses	75,127	103,587
Total current assets	2,509,618	1,851,503
PROPERTY		
Furniture, fixtures and equipment	380,991	465,669
Vehicles	194,863	194,863
Building and leasehold improvements	130,838	131,596
Total	706,692	792,128
Less accumulated depreciation	506,678	535,393
Property, net	200,014	256,735
OTHER ASSETS		
Interest in net assets of Foundation	1,736,408	1,029,832
Total other assets	1,736,408	1,029,832
Total assets	$ 4,446,040	$ 3,138,070

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES		
Accounts payable	$ 232,940	$ 163,631
Accrued salaries, wages, and related expenses	534,240	381,710
Refundable advance	315,364	320,093
Other current liabilities	106,713	65,875
Due to affiliates, net	653,866	552,139
Total liabilities	1,843,123	1,483,448
NET ASSETS		
Without donor restrictions	2,339,938	1,399,625
With donor restrictions	262,979	254,997
Total net assets	2,602,917	1,654,622
Total liabilities and net assets	$ 4,446,040	$ 3,138,070

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Without Donor Restrictions	With Donor Restrictions	2020 Total	2019 Total
CHANGES IN NET ASSETS				
Revenues				
Program service fees	$ 10,392,141	$ -	$ 10,392,141	$ 9,160,937
Other public support	1,048,784	-	1,048,784	570,423
Federal funding	376,412	-	376,412	561,592
Donations	468,010	-	468,010	299,902
United Way	258,607	-	258,607	208,012
Local/County government	186,465	-	186,465	182,439
Program sales	75,991	-	75,991	87,739
Rental income	32,763	-	32,763	2,338
Net gain on beneficial interest in Foundation	698,594	7,982	706,576	201,350
Other income	47,302	-	47,302	72,251
Total revenues	13,585,069	7,982	13,593,051	11,346,983
Expenses				
Program services				
Children & adolescents	2,862,242	-	2,862,242	2,578,426
Multi-service team	1,974,808	-	1,974,808	1,767,386
Maintenance	1,117,201	-	1,117,201	862,688
ACT team	884,867	-	884,867	883,226
Emergency services/assessment	834,066	-	834,066	734,862
Other non-BBH	788,705	-	788,705	769,447
Older adult services	581,669	-	581,669	478,031
Community residence	511,454	-	511,454	462,577
Non-eligibles	353,561	-	353,561	163,183
Intake	279,141	-	279,141	269,475
Supportive living	180,120	-	180,120	176,066
Vocational services	146,148	-	146,148	169,095
Restorative partial hospital	32,759	-	32,759	38,151
Community education & training	10,699	-	10,699	10,276
Supporting activities				
Administration	2,087,316	-	2,087,316	1,861,703
Total expenses	12,644,756	-	12,644,756	11,224,592
CHANGES IN NET ASSETS	940,313	7,982	948,295	122,391
NET ASSETS, BEGINNING OF YEAR	1,399,625	254,997	1,654,622	1,532,231
NET ASSETS, END OF YEAR	$ 2,339,938	$ 262,979	$ 2,602,917	$ 1,654,622

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES, INC.

STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

	2020	2019
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	$ 948,295	$ 122,391
Adjustments to reconcile change in net assets		
to net cash from operating activities:		
Depreciation	56,721	43,367
Change in allowance for doubtful accounts	(4,940)	118,395
Gain on beneficial interest in Foundation	(706,576)	(201,350)
(Increase) decrease in assets:		
Accounts receivable	(205,993)	(379,659)
Prepaid expenses	28,460	(46,424)
Increase (decrease) in liabilities:		
Accounts payable	69,309	94,396
Accrued salaries, wages and related expenses	152,530	43,387
Refundable advance	(4,729)	(141,004)
Other current liabilities	40,838	354
NET CASH PROVIDED BY (USED IN) OPERATING ACTIVITIES	373,915	(346,147)
CASH FLOWS FROM INVESTING ACTIVITIES		
Increase in due to affiliates, net	101,727	364,914
Property and equipment additions	-	(143,079)
NET CASH PROVIDED BY INVESTING ACTIVITIES	101,727	221,835
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	475,642	(124,312)
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	1,129,329	1,253,641
CASH AND CASH EQUIVALENTS, END OF YEAR	$ 1,604,971	$ 1,129,329
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION:		
Cash paid for interest	$ 100	$ 987

See Notes to Financial Statements

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STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
PERSONNEL COSTS						
Salaries and wages	$ 751,790	$ 1,819,342	$ 412,033	$ 179,453	$ 588,585	$ 27,328
Employee benefits	187,150	448,943	69,706	47,080	105,281	972
Payroll taxes	53,473	128,106	30,315	13,218	41,603	2,112
PROFESSIONAL FEES						
Substitute staff	3,143	7,875	-	-	2,932	-
Audit fees	7,729	24,205	3,997	2,861	5,074	406
Legal fees	1,021	5,193	922	80	273	86
Other professional fees	187	88,127	30	43	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	134	352	14	6	7	1
In-service training	-	-	-	-	-	-
Conferences and conventions	3,252	6,363	1,156	99	975	-
Other staff development	820	1,097	84	324	708	-
OCCUPANCY COSTS						
Rent	60,210	154,733	27,352	21,336	45,774	32
Repairs and maintenance	1,511	573	1,126	723	1,547	1
Other occupancy costs	7,531	21,650	3,031	2,273	5,159	127
CONSUMABLE SUPPLIES						
Office supplies and equipment	4,251	8,194	1,301	1,420	6,398	240
Building and household	1,811	5,028	889	693	1,437	199
Educational and training	77	245	19	-	13	1
Food	102	6,185	455	3	19	17
Medical supplies	1,237	1,602	6,566	376	1,078	37
Other consumable supplies	2,510	6,102	762	514	2,364	62
DEPRECIATION	51	136	32	20	47	-
EQUIPMENT RENTAL	2,520	6,202	462	863	-	-
EQUIPMENT MAINTENANCE	1,631	4,832	675	550	760	42
ADVERTISING	98	327	51	37	66	5
PRINTING	328	881	98	71	690	2
TELEPHONE	10,374	42,588	6,653	4,102	10,018	758
POSTAGE	1,288	5,764	522	446	633	10
TRANSPORTATION						
Staff	3,684	35,851	8,318	115	4,631	5
Clients	82	1,343	391	2	699	-
ASSISTANCE TO INDIVIDUALS						
Client services	653	7,494	463	175	849	-
INSURANCE						
Malpractice and bonding	3,181	6,050	1,453	227	2,814	32
Vehicles	-	148	-	-	-	-
Comprehensive property and liability	5,325	16,711	2,793	2,031	3,582	284
MEMBERSHIP DUES	47	-	-	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	-	-	-	50	-
TOTAL FUNCTIONAL EXPENSES	$ 1,117,201	$ 2,862,242	$ 581,669	$ 279,141	$ 834,066	$ 32,759

See Notes to Financial Statements

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STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
PERSONNEL COSTS						
Salaries and wages	$ 91,876	$ 90,929	$ 1,293,620	$ 590,483	$ 358,368	$ 10,315
Employee benefits	15,497	19,984	250,856	63,566	62,896	2,472
Payroll taxes	6,652	6,660	91,574	40,554	25,870	730
PROFESSIONAL FEES						
Substitute staff	627	-	9,470	20	448	164,890
Audit fees	921	1,250	13,925	7,241	3,889	79
Legal fees	136	176	2,699	1,608	763	656
Other professional fees	-	474	104,765	-	-	-
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	2	471	791	35	308	8
In-service training	-	-	920	-	-	-
Conferences and conventions	1,469	482	5,981	2,975	45	3
Other staff development	4	75	186	119	3	-
OCCUPANCY COSTS						
Rent	22,197	14,639	72,477	99,072	7,072	364
Repairs and maintenance	53	255	876	2,085	1,243	2
Other occupancy costs	511	997	5,789	10,930	879	68
CONSUMABLE SUPPLIES						
Office supplies and equipment	399	2,433	8,722	2,258	1,121	45
Building and household	254	393	4,897	1,595	9,865	18
Educational and training	4	8	157	61	27	14
Food	70	1	2,929	9,063	6,683	1
Medical supplies	132	143	2,028	1,048	962	4
Other consumable supplies	323	754	5,434	1,993	1,248	23
DEPRECIATION	6	9	109	78	2	1
EQUIPMENT RENTAL	-	449	3,057	-	-	-
EQUIPMENT MAINTENANCE	98	241	2,202	1,107	604	8
ADVERTISING	12	15	181	96	51	1
PRINTING	188	251	645	171	39	19
TELEPHONE	1,974	1,725	31,122	16,309	6,611	172
POSTAGE	86	244	2,461	1,114	226	109
TRANSPORTATION						
Staff	1,395	1,093	22,454	7,997	734	52
Clients	2	108	816	2,621	100	5
ASSISTANCE TO INDIVIDUALS						
Client services	39	208,135	15,317	14,846	10,284	-
INSURANCE						
Malpractice and bonding	587	91	8,890	600	676	6
Vehicles	-	-	-	-	1,283	-
Comprehensive property and liability	634	811	9,798	5,207	2,749	55
MEMBERSHIP DUES	-	115	150	-	-	-
INTEREST EXPENSE	-	-	-	-	-	-
CONTRIBUTION EXPENSE	-	-	-	-	-	-
OTHER	-	150	(490)	15	6,405	-
TOTAL FUNCTIONAL EXPENSES	$ 146,148	$ 353,561	$ 1,974,808	$ 884,867	$ 511,454	$ 180,120

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES, INC.

STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2020 Totals	2019 Totals
PERSONNEL COSTS						
Salaries and wages	$ 7,746	$ 443,815	$ 6,665,683	$ 741,067	$ 7,406,750	$ 6,618,564
Employee benefits	396	70,658	1,345,457	136,907	1,482,364	1,433,008
Payroll taxes	556	31,586	473,009	54,446	527,455	484,200
PROFESSIONAL FEES						
Substitute staff	-	-	189,405	398	189,803	174,801
Audit fees	228	5,983	77,788	15,510	93,298	30,400
Legal fees	-	579	14,192	1,872	16,064	21,709
Other professional fees	-	18,268	211,894	101,820	313,714	220,281
STAFF DEVELOPMENT AND TRAINING						
Journals and publications	-	337	2,466	740	3,206	2,675
In-service training	-	-	920	-	920	-
Conferences and conventions	218	715	23,733	7,098	30,831	36,441
Other staff development	825	99	4,344	1,275	5,619	8,462
OCCUPANCY COSTS						
Rent	2	72,113	597,373	98,311	695,684	599,587
Repairs and maintenance	2	731	10,728	764	11,492	4,743
Other occupancy costs	168	3,657	62,770	23,570	86,340	91,674
CONSUMABLE SUPPLIES						
Office supplies and equipment	11	3,269	40,062	6,882	46,944	40,777
Building and household	44	3,600	30,723	2,165	32,888	14,589
Educational and training	85	20	731	-	731	60
Food	-	12,666	38,194	98	38,292	51,117
Medical supplies	13	1,162	16,388	363	16,751	10,802
Other consumable supplies	46	7,605	29,740	76,270	106,010	179,193
DEPRECIATION	-	19,121	19,612	37,109	56,721	43,367
EQUIPMENT RENTAL	-	30	13,583	2,160	15,743	18,649
EQUIPMENT MAINTENANCE	20	627	13,397	26,075	39,472	38,304
ADVERTISING	2	3,345	4,287	4,757	9,044	21,002
PRINTING	4	5,201	8,588	981	9,569	12,069
TELEPHONE	179	12,254	144,839	19,000	163,839	131,185
POSTAGE	1	2,343	15,247	680	15,927	12,334
TRANSPORTATION						
Staff	-	960	87,289	4,028	91,317	110,516
Clients	-	22,504	28,673	428	29,101	31,927
ASSISTANCE TO INDIVIDUALS						
Client services	-	13,426	271,681	-	271,681	38,422
INSURANCE						
Malpractice and bonding	15	472	25,094	522	25,616	28,436
Vehicles	-	3,848	5,279	-	5,279	4,981
Comprehensive property and liability	138	4,665	54,783	4,791	59,574	51,317
MEMBERSHIP DUES	-	777	1,089	2,755	3,844	3,330
INTEREST EXPENSE	-	5	5	95	100	987
CONTRIBUTION EXPENSE	-	-	-	700,000	700,000	600,000
OTHER	-	22,264	28,394	14,379	42,773	54,683
TOTAL FUNCTIONAL EXPENSES	$ 10,699	$ 788,705	$ 10,557,440	$ 2,087,316	$ 12,644,756	$ 11,224,592

See Notes to Financial Statements

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MONADNOCK FAMILY SERVICES, INC.

NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2020 AND 2019

1. ORGANIZATION OF THE CORPORATION

Monadnock Family Services, Inc. (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, Inc. 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 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.

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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, except as disclosed in Note 5.

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 $56,721 and $43,367 for the years ended June 30, 2020 and 2019, respectively.

Accrued Earned Time
At June 30, 2020 and 2019 the Organization has accrued a liability for future compensated leave time in the amount of $335,958 and $305,524, 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
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.

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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, 2019, 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 4).

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. With few exceptions, the Organization is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2016.

New Accounting Pronouncement

During the year, the Organization adopted the provisions of FASB ASU 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (Topic 958). This accounting standard is meant to help not-for-profit entities evaluate whether transactions should be accounted for as contributions or as exchange transactions and, if the transaction is identified as a contribution, whether it is conditional or unconditional. ASU 2018-08 clarifies how an organization determines whether a resource provider is receiving commensurate value in return for a grant. If the resource provider does receive commensurate value from the grant recipient, the transaction is an exchange transaction. If no commensurate value is received by the grant maker, the transfer is a contribution. ASU 2018-08 stresses that the value received by the general public as a result of the grant is not considered to be commensurate value received by the provider of the grant. Results for reporting the years ending June 30, 2020 and 2019 are presented under FASB ASU 2018-08. The comparative information has not been restated and continues to be reported under the accounting standards in effect in those reporting periods. There was no material impact to the financial statements as a result of adoption. Accordingly, no adjustment to opening net assets was recorded.

Other Events

The impact of the novel coronavirus ("COVID-19") and measures to prevent its spread are affecting the Organization. The significance of the impact of these disruptions, including the extent of their adverse impact on the Organization's financial and operational results, will be dictated by the length of time that such disruptions continue and, in turn, will depend on the currently unknowable duration of the COVID-19 pandemic and the impact of governmental regulations that might be imposed in response to the pandemic. The Organization's activities could also be impacted should the disruptions from COVID-19 lead to changes in consumer behavior. The COVID-19 impact on the capital markets could also impact the Organization's cost of borrowing. There are certain limitations on the Organization's ability to mitigate the adverse financial impact of these items. COVID-19 also makes it more challenging for management to estimate future performance of the Organization, particularly over the near to medium term.

During the year ended June 30, 2020, the Managed Care Organizations that Monadnock Family Services, Inc. contracts with to provide services, had forgiven their maintenance of effort requirements due to the hardships COVID-19 presented. As a result, the Organization recognized approximately an additional $850,000 in revenue. If these requirements were not relaxed, the Organization would have recorded these amounts as a refundable advance liability at June 30, 2020, and would have been required to be returned to the managed care organizations.

3. LIQUIDITY AND AVAILIBILITY

The following represents the Organization's financial assets as of June 30, 2020 and 2019:

	2020	2019
Cash and cash equivalents	$ 1,604,971	$ 1,129,329
Accounts receivable, net	829,520	618,587
Beneficial interest in Foundation	1,736,408	1,029,832
Total financial assets	$ 4,170,899	$ 2,777,748
Less amounts not available to be used within one year:		
Net assets with donor restrictions	$ 262,979	$ 254,997
Beneficial interest in Foundation	1,736,408	1,029,832
Amounts not available within one year	1,999,387	1,284,829
Financial assets available to meet general expenditures over the next twelve months	$ 2,171,512	$ 1,492,919

The Organization's goal is generally to maintain financial assets to meet 45 days of operating expenses (approximately $1.55 million). As part of its liquidity plan, excess cash is invested in short-term investments, including money market accounts.

4. 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 $1,736,408 and $1,033,171 at June 30, 2020 and 2019, respectively. The cost basis of the Foundation's assets was $1,669,474 and $971,974 at June 30, 2020 and 2019, respectively.

5. DEMAND NOTES PAYABLE

The Organization maintains the following demand notes payable:

Demand note payable with a bank, subject to bank renewal on June 30, 2021. The maximum amount available at June 30, 2020 and 2019 was $250,000. At June 30, 2020 and 2019 the interest rate was stated at 4% and 6.25%, respectively. The note is renewable annually, collateralized by all the business assets of the Organization and guaranteed by a related nonprofit organization (see Note 10). There was no balance outstanding at June 30, 2020 and 2019.

The Organization maintains a demand note payable with a bank. The demand note payable is examined and reviewed on an annual basis. The maximum amount available at June 30, 2019 and 2018 was $150,000. At June 30, 2020 and 2019 the interest rate was stated a 5% and 7%, respectively. The note is collateralized by all the business assets of the Organization, real estate and assignment of leases and rents owned by Monadnock Community Service Center, Inc. (a related party, see Note 10) and is guaranteed by Monadnock Community Service Center, Inc. (a related party, see Note 10). There was no balance outstanding at June 30, 2020 and 2019.

6. NET ASSETS

Net assets with donor restrictions were as follows for the years ended June 30, 2020 and 2019:

	2020	2019
Special Purpose Restrictions:		
Beneficial interest in Foundation	$ 181,765	$ 173,783
Restricted in Perpetuity:		
Beneficial interest in Foundation	81,214	81,214
Total net assets with donor restrictions	$ 262,979	$ 254,997

Net assets released from net assets with donor restrictions are as follows:

	2020	2019
Satisfaction of Purpose Restrictions:		
Timken contribution	$ -	$ 45,932
Total net assets released	$ -	$ 45,932

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 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 of employment. The Organization's matching contributions to the plan for the years ended June 30, 2020 and 2019 were $60,879 and $50,204, respectively.

8. CONCENTRATION OF RISK

For the years ended June 30, 2020 and 2019 approximately 68% and 73%, 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 21% and 26% of the total accounts receivable balances at June 30, 2020 and 2019, 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 5.

9. OPERATING LEASE OBLIGATIONS

The Organization has entered into various operating lease agreements to rent certain facilities and office equipment. The terms of these leases range from 36 to 63 months. Rent expense under these agreements aggregated $711,426 and $618,239 for the years ended June 30, 2020 and 2019, respectively.

The approximate future minimum lease payments on the above leases are as follows:

Year Ending June 30	Amount
2021	$ 15,270
2022	9,560
Total	$ 24,830

See Note 10 for information regarding a lease agreement with a related party.

10. RELATED PARTY TRANSACTIONS

Monadnock Family Services, Inc. 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, Inc.

Monadnock Family Services, Inc. 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, 2020 the Organization had a receivable due from Monadnock Community Service Center, Inc. in the amount of $2,234. At June 30, 2019 the Organization had a payable due to Monadnock Community Service Center, Inc. in the amount of $394,444. At June 30, 2020 and 2019 the Organization had a payable due to Monadnock Regional Foundation for Family Services, Inc. in the amount of $656,100 and $157,695, respectively. There are no specific terms of repayment and no stated interest.

Rental Expense

The Organization leases office space from Monadnock Community Service Center, Inc. under the terms of tenant at will agreements. Monadnock Family Services, Inc. has the perpetual right to extend the leases. Total rental expense paid under the terms of the leases was $670,254 and $576,250 for the years ended June 30, 2020 and 2019, respectively.

Contribution

During the year ended the June 30, 2019 the Organization made a contribution to Monadnock Community Service Center, Inc. in the amount of $400,000. No contribution to Monadnock Family Community Service Center, Inc. was made for the year ended June 30, 2020. For the years ended June 30, 2020 and 2019 the Organization made contributions to Monadnock Regional Foundation for Family Services, Inc. in the amount of $700,000 and $200,000, respectively.

Management Fee

The Organization charges Monadnock Community Service Center, Inc. for administrative expenses incurred on its behalf. Management fee revenue aggregated $75,911 and $84,899 for the years ended June 30, 2020 and 2019, respectively.

Guarantee

One of the Organization's demand notes payable is guaranteed by Monadnock Community Service Center, Inc.

Co-obligation

The Organization is co-obligated on certain mortgage notes of Monadnock Community Service Center, Inc.

11. 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, 2020.

12. 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, 2020 and 2019. 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, 2020 and 2019, cash balances in excess of FDIC coverage aggregated $1,175,736 and $707,613, respectively.

13. 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.

14. 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. Management has evaluated subsequent events through October 14, 2020 the date when the June 30, 2020 financial statements were available for issuance.

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SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Maintenance	Children & Adolescents	Older Adult Services	Intake	Emergency Services/ Assessment	Restorative Partial Hospital
Program fees:						
Net client fees	$ 30,203	$ 50,953	$ (354)	$ 4,864	$ 2,994	$ 4,397
Medicaid	563,231	4,500,264	359,269	35,761	197,127	78,371
Medicare	201,630	2,172	8,358	3,152	21,521	-
Other insurance	133,817	147,523	1,884	10,138	45,513	21,810
Other program fees	-	-	-	-	-	-
Program sales:						
Service and production	-	80	-	-	-	-
Public support:						
United Way	-	147,450	-	14,083	21,583	-
Local/county government	-	44,467	-	118,684	18,314	-
Donations	600	5,650	-	-	16,501	-
Other public support	1,690	20,484	4,585	-	(23,094)	-
Div. for Children, Youth & Families	-	974	-	-	-	-
DHHS - State	-	5,000	-	-	140,711	-
Federal funding:						
Other federal grants	112,542	41,694	-	-	10,939	-
PATH	-	-	-	-	33,300	-
DHHS - Federal	-	4,821	-	-	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	1,505	196	-	-	-	-
TOTAL FUNCTIONAL REVEN	$ 1,045,218	$ 4,971,728	$ 373,742	$ 186,682	$ 485,409	$ 104,578

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SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Vocational Services	Non-Eligibles	Multi-Service Team	ACT Team	Community Residence	Supportive Living
Program fees:						
Net client fees	$ (610)	$ 6,650	$ 14,314	$ 9,996	$ (4,664)	$ 741
Medicaid	43,716	3,654	2,467,624	337,239	353,111	350,581
Medicare	2,080	1,380	15,132	13,832	1,484	-
Other insurance	967	8,141	6,180	12,148	690	-
Other program fees	-	-	1,155	-	35,585	-
Program sales:						
Service and production	-	-	-	-	-	-
Public support:						
United Way	-	13,927	-	-	-	-
Local/county government	-	5,000	-	-	-	-
Donations	-	150	9,597	2,265	13,372	-
Other public support	-	235,615	136,719	-	-	-
Div. for Children, Youth & Families	-	-	-	-	-	-
DHHS - State	-	-	-	245,000	-	-
Federal funding:						
Other federal grants	2,341	-	35,331	74	1,670	-
PATH	-	-	-	-	-	-
DHHS - Federal	-	-	-	-	-	-
Rental income	-	-	-	-	-	-
Net gain on beneficial interest in Foundation	-	-	-	-	-	-
Other	-	-	1,811	-	-	-
TOTAL FUNCTIONAL REVENUES	$ 48,494	$ 274,517	$ 2,687,863	$ 620,554	$ 401,248	$ 351,322

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MONADNOCK FAMILY SERVICES, INC.

SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2020
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION

	Community Education & Training	Other Non-BBH	Total Programs	Administration	2020 Totals	2019 Totals
Program fees:						
Net client fees	$ -	$ 71,576	$ 191,060	$ -	$ 191,060	$ 268,428
Medicaid	-	120,593	9,410,541	-	9,410,541	8,260,760
Medicare	-	-	270,741	-	270,741	227,634
Other insurance	-	76,533	465,344	-	465,344	350,187
Other program fees	17,662	53	54,455	-	54,455	53,928
Program sales:						
Service and production	-	-	80	75,911	75,991	87,739
Public support:						
United Way	-	61,564	258,607	-	258,607	208,012
Local/county government	-	-	186,465	-	186,465	182,439
Donations	-	419,825	467,960	50	468,010	299,902
Other public support	-	7,500	383,499	273,600	657,099	568,998
Div. for Children, Youth & Families	-	-	974	-	974	1,425
DHHS - State	-	-	390,711	-	390,711	-
Federal funding:						
Other federal grants	-	101,943	306,534	31,757	338,291	158,244
PATH	-	-	33,300	-	33,300	37,000
DHHS - Federal	-	-	4,821	-	4,821	366,348
Rental income	-	2,763	2,763	30,000	32,763	2,338
Net gain on beneficial interest in Foundation	-	-	-	706,576	706,576	201,350
Other	-	172	3,684	43,618	47,302	72,251
TOTAL FUNCTIONAL REVENUES	$ 17,662	$ 862,522	$ 12,431,539	$ 1,161,512	$ 13,593,051	$ 11,346,983

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Monadnock Family Services

Board of Directors
2020-2021

Brian Donovan – Chair
John Round – Treasurer
Aaron Moody – Secretary
Sharman Howe – Assistant Secretary

Laurie Appel
Mike Chelstowski
Reba Clough
Susan Doyle
Shaun Filiault
Julie Green
Christine Houston
Molly Lane
Jan Peterson
Judy Rogers
Alfred John Santos
Joe Schapiro
Louise Zerba

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Philip F. Wyzik MA

EXPERIENCE:

Monadnock Family Services, 64 Main St, Keene NH (6/2012 to present)
Chief Executive Officer

Responsible for all aspects of the leadership of a community mental health center in Cheshire County, New Hampshire. Services focus on clientele considered eligible for state supported care, out patient behavioral health counseling, prevention services and adult care for seniors.

Certified instructor Mental Health First Aid, July 2014

The Mental Health Association of Connecticut, 20-30 Beaver Rd, Wethersfield CT 06109
President and CEO (9-08 to 6 -1-12)

Responsible for all aspects of executive leadership of a $9 million dollar private, not-for-profit mental health agency. Services offered to adults with severe and persistent mental illness include housing, psychosocial rehabilitation, and supported employment; provide leadership and supervision to Executive staff and Program Directors. Work includes interface and coordination with Board of Directors, direct supervision of advocacy, lobbying and public education efforts.

West Central Behavioral Health, Inc., 9 Hanover St, Lebanon, New Hampshire 03766
Senior Vice President of Operations (1-91 to 9-08)

Responsible for the executive leadership and management of a private not-for-profit community mental health center. Duties include:

Program development and performance management: responsible development and monitoring of annual operation plan to achieve key service outcomes and fiscal effectiveness, internal quality assurance and management, including leading workgroups to implement new treatment paradigms and improvements. Accomplished successful grant applications and negotiated contracts, including US Government contract procurement and management under the Javitts Wagner O'Day program. Assisted with marketing and internal and external customer service. Planned conversion of two day rehab programs into pioneering supported employment service.

Supervision and training of agency leaders: responsible for personnel development, quality assurance and risk management; designed and implemented a new, proactive employee review and development process. Planned and supervised the renovation and relocation of three clinical offices. Lead agency wide staff satisfaction survey process; developed work life committee to improve employee input into agency decisions.

Public Relations / fundraising: Conceived, organized and promoted all aspects of a two day fundraiser ("Paddlepower") that increased public awareness about suicide and visibility

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for the agency. Current member of NH Suicide Prevention Advisory Committee and Garrett Lee Smith Advisory Committee.

Information Technology: Supervised IT department of three FTEs since 2006, including the implementation of an electronic medical record for improved clinical flow, efficiency and compliance. Lead system improvement efforts to accommodate regulatory and reimbursement changes and mandates, and accompanying staff training efforts.

Substitute for the CEO: Handle internal, external, and State responsibilities.

Little Rivers Health Care Inc, PO Box 377, Bradford VT

Interim Chief Executive Officer (Sept 2005 to June 2006)

Under management service agreement with current employer, served as first CEO of a Federally Qualified Health Center. Duties involved all aspects of merging three disparate primary care offices into one organization. Developed initial Human Resource policies and plans, facilitated clinical and quality policy development, initiated start up fiscal plan and structure. Served as the liaison to Health Resource Services Administration Office of Grants Management and Project Development and facilitated development of Board members. Elected to the Board of Directors of Bi State Primary Care Association.

University System of New Hampshire, Granite State College

Faculty Member (November 2000 to present)

Teaching HLTC 600 *Continuous Quality Improvement,* HLTC 629 *Legal and Ethical Issues in Health and Human Services, and* HLTC 627 *Financing and Reimbursement in Healthcare,* and HLTC 550 *The US Healthcare Industry* (all online courses.) Taught numerous students on independent contract learning projects. Familiar with Blackboard, WebCT, and Moodle course management systems.

Worcester Area Community Mental Health Center, Inc, Worcester, Ma. 01609

Director of Rehabilitation (12-84 to 12-90)

Organized and lead social/vocational rehabilitation department serving mentally ill adults. Responsibilities included:

Day-to-day management of a psychosocial rehabilitation program for severely mentally ill adults, program development, strategic planning and evaluation activities. Assisted in interdepartmental and interagency communication and public relations. Primary liaison to Mass Rehab Commission for vocational rehabilitation. Completed grant applications, hired and supervised staff; Held previous roles including Program Coordinator, Rehabilitation Counselor, Group Leader and Clinician.

Chandler St. Center, Inc., 162 Chandler St., Worcester, Ma. 01609

Substance Abuse Counselor (5-83 to 12-84)

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Philip F. Wyzik
Keene NH

Performed intake, crisis intervention, assessment, case management and addiction therapy around heroin and cocaine abuse for teen and adult clients. Facilitated support groups and completed court ordered assessments.

St. Joseph Church, 41 Hamilton St, Worcester, Ma. 01604
Religious Education Coordinator (6-81 to 6-83)

Supervised and coordinated all aspects of church based education program; recruited and trained volunteer teachers. Provided instruction for child, teen and adult classes.

Notre Dame High School, Fitchburg, Ma.
Teacher (9-82 to 6-83) – Taught junior and senior high students in Religious Education and substitute taught Spanish I.

St Joseph School, Somerville, Ma.
Teacher (9-78 to 6-80) -- Instructed five grade levels in Religion, Art, and Social Studies.

COMMUNITY SERVICE

Outreach House, Hanover NH (501.3C assisted living facility for nine seniors)
Board of Director, October 1998 to 2000 [approximately]
Ivy Place Condominiums, Lebanon NH (50 unit condominium facility)
Board of Director, 1992 thru 1997 [approximately]
Lebanon Riverside Rotary
Club member, chair of International Services Committee, 1992 thru 1996

EDUCATION:

Master of Arts, Counseling Psychology, Assumption College, Worcester Ma. 1984
Bachelor of Arts, Religious Studies (magna cum laude), Assumption College, Worcester, Ma. 1978

- "Leadership Upper Valley," May 2008 sponsored by the Lebanon Chamber of Commerce.
- "Institute for Non Profit Management," Antioch New England Graduate School, Hanover NH, Spring 2004
- "FIPSE (Fund for Improvement of Postsecondary Education) Training for Part Time Faculty Teaching Adult Learners," College for Lifelong Learning, Concord, NH, Fall, 2002

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Philip F. Wyzik
Keene NH

- "Improving Managerial Leadership and Effectiveness", "The Art of Negotiation," "Delivering Superior Customer Service," and "Contract Pricing," NISH Institute for Leadership and Professional Development

PUBLICATIONS:

Munetz MD, Birnbaum A, Wyzik PF: An Integrative Ideology to Guide Community Based Multidisciplinary Care of Severely Mentally Ill Patients. Hospital and Community Psychiatry, June 1993, vol. 44, no 6.

Drake RE, Becker DR, Biesanz JC, Torrey WC, McHugo GJ, Wyzik PF: Rehabilitative Day Treatment vs Supported Employment: I Vocational Outcomes. Community Mental Health Journal, October 1994;30:519-532.

Torrey W, Clark RE, Becker D, Wyzik P, Drake RE: Switching from Rehabilitative Day Treatment to Supported Employment. Continuum: Developments in Ambulatory Care, Jossey-Bass Inc. Spring, 1997, vol 4, no 1.

Drake RE, Becker D, Biesanz J, Wyzik P: Day Treatment Versus Supported Employment for Persons with Severe Mental Illness: A Replication Study. Psychiatric Services, October 1996, vol 47, no 10.

Becker D, Torrey W, Toscano R, Wyzik P, Fox T: Building Recovery Oriented Services: Lessons from Implementing IPS in Community Mental Health Centers. Psychiatric Rehabilitation Journal, Summer 1998, vol 22, no 1.

Torrey, W, Wyzik PF: New Hampshire Clinical Practice Guidelines for Adults in Community Support Programs, (unpublished monograph).

Torrey, W. Wyzik PF: The Recovery Vision as a Service Improvement Guide for Community Mental Health Journal, April 2000, vol 36, No 2.

Torrey, W, Drake RE, Cohen M, Fox L, Lynde D, Gorman P, and Wyzik PF: The Challenge of Implementing and Sustaining Integrated Dual Disorders, Community Mental Health Journal, December 2002, Vol 38, no 6

Salyers MP, Becker DR, Drake RE, Torrey WC, and Wyzik PF: A Ten Year Follow up of Supported Employment (in press)

Torrey WC, Finnerty M, Evans A, Wyzik P: Strategies for leading the implementation of Evidence-based practices, Psychiatric Clinics of North America, 26(4): 883-897, 2003

Wyzik L, "Grassroots Armada for Suicide Prevention" Behavioral Healthcare Tomorrow, 14(4): 14-15, 2005

"Tragedy Casts Attention on Mental Illness" Keene Sentinel, January 4, 2013, op ed.

"Mental Health Care is a part of health care" Keene Sentinel, March 19, 2013, op ed.

"There is Room for Medicaid Expansion" Keene Sentinel, June 2, 2013, op ed.

"No Medicaid Expansion Strains Mental Health Services" Fosters Daily Democrat, December 25, 2013, op ed.

"The Story that Changed Christmas" Monadnock Ledger Transcript, December 26, 2013, op ed.

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Philip F. Wyzik
Keene NH

AWARDS:

Named Administrator of the Year, October 1994, by the New Hampshire Alliance for the Mentally Ill.

PRESENTATIONS:

- "The Legacy of Clifford Beers." Presented June 12, 2009 at Centennial Conference, Mental Health America, Washington DC.
- "Thinking of a Change?" Implementing the new NH Medicaid rule in the mental health center, for the Bureau of Behavioral Health, March 27, 28, 2007
- "Suicide Prevention: Friend raising, Fundraising" at US Psychiatric Rehabilitation Association 30th annual conference, Philadelphia PA, May 24, 2005
- "Teamwork in Residential Settings" for the Therapeutic Living Community, Norwich CT, April 2003, on behalf of the West Institute of the NH Dartmouth Psychiatric Research Center.
- "Vocational Rehabilitation System's Change" – two day personal consultation for Terros, 3118 E McDowell Rd, Phoenix, Arizona, April 2000
- "Recovery and Systems Thinking," Value Options, Phoenix AZ, July28, 1999
- "CMHC Cultures that Work for Work," Following Your Dreams Conference, Nashua NH, May 21, 1999
- "IPS Implementation, Tools and Recovery," IPS Plus Project, Regional Research Institute, Portland, Oregon, May 14, 1999
- "Implementing IPS," Options for Southern Oregon, Grants Pass Oregon, May 13, 1999
- "Facilitating Recovery by Effectively Supporting Work," Value Options Best Practices Summit IV, Boston MA, Oct. 21-23, 1998
- "Health Care as a System: Case Management," Executive Directors, NH Division of Behavioral Health, Concord, NH, July 15, 1998
- "Implementing Individual Placement and Support: Obstacles and Solutions," Western Region Best Practice Conference, Colorado Health Network, Santa Fe NM, Dec. 4-5, 1997
- "Supported Employment as an Important Element in the Process of Recovering from Severe Mental Disorders," New England IPS Retreat, Newport RI, June 5, 1997
- "From Day Treatment to Vocational Services," New England IAPSRS Conference, June 1995
- "Work in the Community: Two Program Conversion Success Stories," Institute for Community Inclusion, Auburn, MA, October 1994

REFERENCES:

Personal references furnished upon request.

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CURRICULUM VITAE

Marianne Marsh, MD

Licensure and Certification:

State of New Hampshire - Medical License - #10054
State of Vermont - #42-8302 (inactive)
State of Maine - #013197 (inactive)

Diplomat in Psychiatry, American Board of Psychiatry and Neurology
April 1996, Renewed 2007, Certificate #42545

Education and Training:

Psychiatry Residency
Medical Center Hospital of Vermont/University of Vermont
July 1990 - June 1993
- Chief Resident, June 1992 - May 1993
  Duties included: administrative, liaison and teaching both medical students and residents

Medical/Psychiatric Internship
New England Medical Center/Tufts University
July 1989 - June 1990

University of Vermont College of Medicine
MD, May 1989

University of California, Davis
BS in Nutrition Science with High Honors, 1985

Current Employment:

Monadnock Family Services
Keene, NH
Medical Director
October 2012 - present

Hospital Privileges:

Monadnock Community Hospital (Provide on-call coverage)

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Past Employment and Professional Activities:

West Central Behavioral Health
Claremont, NH
Staff Psychiatrist, June 2010 – September 2012
Adjunct Faculty, Dartmouth Medical School

Monadnock Family Services
Keene, NH
Staff Psychiatrist, July 1997 - August 2000
Associate Medical Director, September 2000 – May 2010
Psychiatrist for Dialectical Behavioral Therapy program
Sabbatical and ongoing work integrating primary care with mental health care in the Monadnock region
Awards: "Guppy" (Grace Under Pressure) Award 2006
Tom Dwayne Mental Health Leadership Award 2009

Board of Directors
AIDS Services for the Monadnock Region
1997 - 2000

Beech Hill Hospital
Consulting Psychiatrist
July 1997 - May 1998

Northeast Kingdom Mental Health Services, Inc.
Staff Psychiatrist, June 1994 - December 1995
Medical Director, January 1996 - June 1997
U.S. Public Health Service - National Health Service Corps

Private Practice in Psychiatry
Burlington, VT
July 1993 - July 1997

Clinical Faculty Member
University of Vermont Department of Psychiatry
July 1993 - June 1997

Board of Directors, State of Vermont HIV/AIDS Care Consortium
Mental Health Task Force
April 1996 - June 1997

Community Health Plan
Part-time consulting psychiatrist
June 1993 - May 1994

Bangor Mental Health Institute
Psychiatric and medical coverage for state hospital and psychiatric nursing home
July 1991 - December 1993

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Vermont State Hospital
On-Call Physician
1991 - 1992

Society Memberships:

American Psychiatric Association
American Association for Community Psychiatry
Physicians for Social Responsibility
American Association of Physicians for Human Rights

Publication:

Marsh, Marianne; "Feminist Psychopharmacology: An Aspect of Feminist Psychiatry."; Psychopharmacology from a Feminist Perspective (Ed: Joan Hamilton, et al); Harrington Park Press/The Haworth Press, Inc., 1995, pp. 73-84.

References available upon request.

DocuSign Envelope ID: D3409BA7-78F8-474B-8C10-21316522C8E5

Confidential Resume of

Gigi Pratt

To obtain a professional position which challenges my human resource, managerial, accounting and technical skills

8/09-present Monadnock Family Services Keene, NH

Work History

10/12 – present Chief Financial Officer

- Controller position and CFO position was recently combined. In addition to the Controller responsibilities, I am now a member of the Sr Staff, work directly with the Board of Directors and under the direct supervision of the Chief Executive Officer.

8/09 – 10/12 Controller

- Manage & direct all accounting & support functions for three non-profit entities; supervise a staff of twenty-four; Departments include: Payroll, Accounts Payable, Accounts Receivable, Grants Management, Business/Facilities Management, & All Support functions in six locations
- Provide monthly financial statements to CFO; quarterly reports to the State; attend monthly Board Operations Committee meetings; present financials in the absence of the CFO
- Prepare annual fiscal budgets with the CFO for both the State Medicaid and Internal Operations
- Meet with Department Heads & Directors to review budgets & financials
- Coordinate and assist the Annual Independent Audit for all three non-profits; review and file 990
- Manage all agency grants including reporting & audits
- Manage organization cash flow & lines of credit; Property tax abatements, maintain agency corporate files & legal documents
- Co-lead implementation of new Electronic Medical Records system
- Assist CFO with banking relationships, grant presentations, facilities management, review agency contracts, corporate insurances; policy revisions, attend CFO CMHC quarterly meetings

4/01-8/09 Fenton Family Dealerships East Swanzey, NH

Human Resources Manager 1/08-current

- Coordinate employee benefits for all Fenton Family Dealerships — 170+ employees, including new employee orientations, health & dental insurances, STD & LTD, 401k, and more
- Provide backup support for payroll for 170 employees
- Review and revise employee handbook on a biannual basis, make recommended changes, review with attorney
- Screen applicants for fit with open positions; review profile testing with hiring managers; conduct orientations
- Complete biannual Safety Summary and chair company Safety Committee
- Chair the Monadnock United Way fundraiser — increased employee contributions by 100%
- Design and publish monthly employee newsletter to raise employee morale and inter-company communication
- Organize employee training, plan & put on company special events
- Provide Administrative Support to owner

Office Manager & Human Resource Manager 4/01 – 1/08

- Financial/Fiscal — Responsible for all accounting functions for Hyundai Dealership including timely reporting of monthly financial statements, title research, accounts payable, accounts receivable, etc.
- Office Management — Responsible for supervision of accounting personnel, maintaining equipment and office supplies, publishing flyers and mailers, etc.
- Human Resources — completed the above human resource responsibilities for 120 employees

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8/06 - present GB Office Solutions, LLC Nelson, NH

Office Management Services/Grants Management/ Bookkeeping

- Provide full service bookkeeping service to several clients including retail, non-profit and individuals
- P/R, A/P, AIR, Grants management, Audit preparation and graphic arts design

1/01 – 8/06 Stonewall Farm, (a nonprofit education center) Keene, NH

Business Manager

- Financial/Fiscal — Budgeting for six departments, financial reporting all General Ledger entries, account analysis & distribution of reports; responsible for all A/P & A/R; presentations to Board of Directors
- Personnel — payroll for 30+ employees, payroll taxes, 941/943 reporting, produced a personnel manual, manage health insurance enrollment and selection of carrier
- Data Management — oversee, manage, and programming of database system using FileMaker Pro for 1200+ members, donors & volunteers; monitor membership for renewal, bulk mailings
- Office Management — supervise 4 employees, equipment purchases/maintenance including computer systems, telephone systems, building maintenance; landlord for residents; coordinate facility rentals
- Gift Shop — make wholesale purchases and monitor sales of gift shop inventory

11/84-11/88 Eastern Mountain Sports Peterborough, NH

- **Accounting Department**
- 219641/88 — Accounting Supervisor — supervised A/P clerks, prepared monthly journal entries, analysis of balance sheet accounts, monitored letter of credit activity, review sales/use & payroll taxes
- 9/85-2/86 — Accounting Clerk — bank reconciliations, AIR, analysis, NSF check collection, sales/use taxes
- 11/84-9/85 — Accounts Payable Clerk — processed vendor payments, verified inventory reports

Education

- Plymouth State College — MBA Graduate Certificate in "The Human Side of Enterprise" 5/08
- Franklin Pierce College — Bachelor of Science — major in Management, minor in Accounting, Graduated 5/91
- Mount Wachusett Community College — Associates of Science in Business Technology, Graduated 5/86
- Recent seminars: Human Resources Series; Avoiding Sexual Harassment in the Workplace; Dealing Effectively with Unacceptable Employee Behavior; Employment Law, Financial Reporting for Franchised Organizations, 1099 Laws;

Skill

- Experience with PC, Macintosh & Mainframe computer systems, QuickBooks, Microsoft Office, Word, Outlook, PowerPoint, Excel, WordPerfect, Reynolds & Reynolds Automotive Software, LWSI, and various other programs.
- Notary of Public; Justice of the Peace
- Red Cross CPR & First Aid Certified
- QuickBooks ProAdvisor

Other Interests

- Past involvement in: UNH Cooperative Extensions Advisory Council Member; 4-H Leader, Boy Scouts Leader & Committee member; Farm Bureau Board Member; Miracles in Motion Volunteer, Nelson Agricultural Commission; Hundred Nights Board Treasurer
- My family, farming and horse back riding

References

- Available Upon Request

DocuSign Envelope ID: D3409BA7-78F8-474B-8C10-21316522C8E5

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Philip Wyzik	Chief Executive Officer	162,723	0	
Marianne Marsh	Chief Medical Officer	233,997	0	
Gigi Pratt	Chief Financial Officer	116,320	0	

mac

13

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,.	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177276-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Monadnock Family Services, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 64 Main St. 2nd floor, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), 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, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services as provided under section 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

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

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/16/2020
Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...
Name: Katja Fox
Title: Director

Monadnock Family Services

10/15/2020
Date

DocuSigned by:
Philip Wyzik
Name: Philip Wyzik
Title: CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

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

OFFICE OF THE ATTORNEY GENERAL

10/29/2020
Date

DocuSigned by:
D5CA9202F32C4AE...
Name: Catherine Pinos
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-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Monadnock Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 16,543.00	$ -	$ 16,543.00	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

DS
PW

Contractor Initials

Date 10/15/2020

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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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 13, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Monadnock Family Services		1.4 Contractor Address 64 Main Street, 2nd floor Keene, NH 03431	
1.5 Contractor Phone Number 603-357-4400	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Phyllis A Wyzik		1.12 Name and Title of Contractor Signatory PHILIP WYZIK CEO	

1.13 Acknowledgement: State of NH, County of Cheshire

On July 25, 2019 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Gigi Batchelder

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

GIGI A. BATCHELDER, Notary Public
My Commission Expires May 1, 2024

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials PW
Date 1-25-19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials _____
Date 1.25.19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials RCW

Date 7-25-19

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300.

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

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

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

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

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

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

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

Exhibit A

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

Budget Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 41,334.00	$ -	$ 41,334.00	$ -	$ -	$ -	$ 41,334.00	$ -	$ 41,334.00
2. Employee Benefits	$ 12,457.00	$ -	$ 12,457.00	$ -	$ -	$ -	$ 12,457.00	$ -	$ 12,457.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 775.00	$ -	$ 775.00	$ -	$ -	$ -	$ 775.00	$ -	$ 775.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 535.00	$ -	$ 535.00	$ -	$ -	$ -	$ 535.00	$ -	$ 535.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 770.00	$ -	$ 770.00	$ -	$ -	$ -	$ 770.00	$ -	$ 770.00
Postage	$ 770.00	$ -	$ 770.00	$ -	$ -	$ -	$ 770.00	$ -	$ 770.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 535.00	$ -	$ 535.00	$ -	$ -	$ -	$ 535.00	$ -	$ 535.00
Insurance	$ 875.00	$ -	$ 875.00	$ -	$ -	$ -	$ 875.00	$ -	$ 875.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Specify)	$ 775.00	$ -	$ 775.00	$ -	$ -	$ -	$ 775.00	$ -	$ 775.00
9. Software	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 963.00	$ -	$ 963.00	$ -	$ -	$ -	$ 963.00	$ -	$ 963.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Record Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin	$ -	$ 7,797	$ 7,797	$ -	$ -	$ -	$ -	$ 7,797	$ 7,797
TOTAL	$ 88,788	$ 7,797	$ 88,881	$ -	$ -	$ -	$ 88,788	$ 7,797	$ 88,881

Indirect As A Percent of Direct: 8.8%

Manchester Family Services
SS-2020-DBH-01-HOUSE-02
Exhibit B-1
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Contractor Initials: [signature]
Date: 2-25-19

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Exhibit B-3 Budget

[illegible] Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: Manchester Family Services

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY25 (July 1, 2024 - June 30, 2025)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 53,144.00	$ -	$ 53,144.00	$ -	$ -	$ -	$ 53,144	$ -	$ 53,144.00
2. Employee Benefits	$ 13,813.00	$ -	$ 13,813.00	$ -	$ -	$ -	$ 13,813	$ -	$ 13,813.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400.00
7. Occupancy	$ 120.00	$ -	$ 120.00	$ -	$ -	$ -	$ 120	$ -	$ 120.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Insurance	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Permits	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 120.00	$ -	$ 120.00	$ -	$ -	$ -	$ 120	$ -	$ 120.00
Insurance	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Software Maintenance	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
9. Rent/Lease	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
10. Telephone Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720	$ -	$ 720.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Direct Recovery Client	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
14. Admin	$ -	$ 8,777	$ 8,777	$ -	$ -	$ -	$ -	$ 8,777	$ 8,777
TOTAL	$ 91,017	$ 8,777	$ 99,794	$ -	$ -	$ -	$ 91,017	$ 8,777	$ 99,794

Indirect As A Percent of Direct: 9.6%

Manchester Family Services

[illegible]

Page 1 of 1

Contractor Initials: [illegible]

Date: 2-25-25

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials OPW
Date 7-25-19

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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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

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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:

7/25/19
Date

Name:
Title: CEO

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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:

7/25/19
Date

Name:
Title: COO

DocuSign Envelope ID: DFE2A37E-DDAB-497B-BE64-2019292E9384

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

Vendor Initials _____
Date 7-25-19

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.

Vendor Name:

7/25/19
Date

Name:
Title: CEO

Vendor Initials PKW
Date 7-25-19

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

The Vendor 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:

Vendor 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.

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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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

7/25/19
Date

Name:
Title: CEO

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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 Vendor 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 Vendor 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.

Vendor Name:

7/25/19
Date

Name:
Title: CEO

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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.

Vendor Initials JKW

Date 7-25-19

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.

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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	Monadnock Family Services
The State	Name of the Vendor
Katija S Fox	Philip Wyzik
Signature of Authorized Representative	Signature of Authorized Representative
Katija S Fox	PHILIP WYZIK
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/25/19
Date	Date

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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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

Vendor Name:

7/25/19
Date

Name:
Title: CEO

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FORM A

As the Vendor 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 DUNS number for your entity is: 073966699

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), 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, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022

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

   $12,458,987

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

6/17/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C83442...
Name: Katja Fox
Title: Director

Community Council of Nashua, N.H.
d/b/a Greater Nashua Mental Health Center

6/16/2021
Date

DocuSigned by:
Cynthia L Whitaker
084333A6D3D8451...
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

6/18/2021
Date

DocuSigned by:
D3CA9202E32C4AE...
Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

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

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

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

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

5.2. The Contractor shall notify the Department, in writing, each month of:

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

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Community Council of Nashua, N.H. d/b/a Greater Nashua Mental Health

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,433	$ -	$ 165,433	$ -	$ -	$ -	$ 165,433	$ -	$ 165,433
2. Employee Benefits	$ 49,630	$ -	$ 49,630	$ -	$ -	$ -	$ 49,630	$ -	$ 49,630
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
6. Travel	$ 9,000	$ -	$ 9,000	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000
7. Occupancy	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,600	$ -	$ 2,600	$ -	$ -	$ -	$ 2,600	$ -	$ 2,600
Postage	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Insurance	$ 2,000	$ -	$ 2,000	$ -	$ -	$ -	$ 2,000	$ -	$ 2,000
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,200		$ 1,200				$ 1,200		$ 1,200
9. Software	$ 1,350	$ -	$ 1,350	$ -	$ -	$ -	$ 1,350	$ -	$ 1,350
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,670	$ -	$ 1,670	$ -	$ -	$ -	$ 1,670	$ -	$ 1,670
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 28,618	$ -	$ 28,618	$ -	$ -	$ -	$ 28,618	$ -	$ 28,618
TOTAL	$ 267,100	$ -	$ 267,100	$ -	$ -	$ -	$ 267,100	$ -	$ 267,100
Indirect As A Percent of Direct		0.0%							

Contractor Initials

Date 6/22/2021

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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; and the attached is a true copy of the list of documents on file in this office.

Business ID: **63050**

Certificate Number: **0005369257**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 18th day of May A.D. 2021.

William M. Gardner

Secretary of State

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CERTIFICATE OF AUTHORITY

I, Pamela A. Burns, 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 Community Council of Nashua, NH d/b/a 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 June 16, 2021, 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 Community Council of Nashua, NH d/b/a Greater Nashua Mental Health 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 **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: 6/16/2021

Pamela A Burns
Signature of Elected Officer
Name: Pamela A. Burns
Title: Board Chair
Greater Nashua Mental Health

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 1/26/2021

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

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

PRODUCER
Eaton & Berube Insurance Agency, LLC
11 Concord St
Nashua NH 03064

CONTACT NAME: Cathy Beauregard
PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230
E-MAIL ADDRESS: mberube@eatonberube.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Scottsdale Insurance Co	
INSURER B : Concord Group Ins	14376
INSURER C : The Lawson Group	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Community Council of Nashua NH Inc
100 West Pearl St
Nashua NH 03060

COMCO3

COVERAGES **CERTIFICATE NUMBER:** 657334577 **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			OPS1585686	11/12/2020	11/12/2021	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
	POLICY [ ] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER:							$
B	AUTOMOBILE LIABILITY			20038992.	11/12/2020	11/12/2021	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			UMS0028329	11/12/2020	11/12/2021	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED [X] RETENTION $ 10,000							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		HCHS20210000446	1/15/2021	1/15/2022	[ ] PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory In NH)						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 Claims Made Retro Date: 11/12/1986			OPS1585686	11/12/2020	11/12/2021	Each Claim Aggregate	$5,000,000 $5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Workers Compensation coverage: NH; no excluded officers.

NH DHHS is listed as additional insured per written contract.

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
Marc R Berube

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GNMH Greater Nashua Mental Health

Mission Statement of Greater Nashua Mental Health

Empowering people to lead full and satisfying lives through effective treatment and support.

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BerryDunn

[redacted]

GNMH Greater Nashua Mental Health

FINANCIAL STATEMENTS

June 30, 2020

(With Comparative Totals for June 30, 2019)

With Independent Auditor's Report

DocuSign Envelope ID: 3B1386FA-A6DA-46E2-B806-57AB2E80DCD7

BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Community Council of Nashua, NH, Inc.
d/b/a Greater Nashua Mental Health

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, 2020, 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.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; 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 Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

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, 2020, 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.

Report on Summarized Comparative Information

We have previously audited the Organization's 2019 financial statements and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 23, 2019. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2019 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matter

Change in Accounting Principle

As discussed in Note 1 to the financial statements, the Organization adopted Financial Accounting Standards Board Accounting Standard Update No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to this matter.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 28, 2020

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Financial Position

June 30, 2020
(With Comparative Totals for June 30, 2019)

	2020	2019
ASSETS		
Cash and cash equivalents	$ 6,340,977	$ 2,450,691
Accounts receivable, net of allowance for doubtful accounts and contractuals of $376,294 in 2020 and $868,900 in 2019	2,553,814	1,327,181
Investments	1,817,365	1,853,735
Prepaid expenses	136,015	215,098
Property and equipment, net	2,926,418	3,051,239
Total assets	$13,774,589	$ 8,897,944
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	$ 162,440	$ 575,082
Accrued payroll and related activities	1,340,406	914,303
Estimated third-party liability	18,681	-
Accrued vacation	460,543	372,238
Deferred revenue	4,952	8,930
Notes payable, net of unamortized deferred issuance costs	3,436,488	1,460,491
Total liabilities	5,423,510	3,331,044
Net assets		
Without donor restrictions		
Undesignated	5,988,607	3,195,674
Board designated	2,086,877	2,096,407
Total without donor restrictions	8,075,484	5,292,081
With donor restrictions	275,595	274,819
Total net assets	8,351,079	5,566,900
Total liabilities and net assets	$13,774,589	$ 8,897,944

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, 2020
(With Comparative Totals for Year Ended June 30, 2019)

	2020			
	Without Donor Restrictions	With Donor Restrictions	Total	Total 2019
Revenues and support				
Program service fees, net	$ 14,376,614	$ -	$ 14,376,614	$ 12,100,018
New Hampshire Bureau of Behavioral Health	2,766,795	-	2,766,795	2,708,454
Federal grants	1,600,936	-	1,600,936	305,915
Rental income	6,206	-	6,206	8,886
Contributions and support	129,139	-	129,139	153,665
Other	770,571	-	770,571	462,233
Net assets released from restrictions	3,962	(3,962)	-	-
Total revenues and support	19,654,223	(3,962)	19,650,261	15,739,171
Expenses				
Program services				
Children's and adolescents' services	1,840,661	-	1,840,661	1,880,533
Adult services	4,736,607	-	4,736,607	3,952,548
Elderly services	471,292	-	471,292	513,666
Deaf services	360,585	-	360,585	391,655
Substance abuse disorders	725,636	-	725,636	610,322
Medical services	1,530,051	-	1,530,051	1,572,645
Other programs	1,942,359	-	1,942,359	1,648,908
Total program services	11,607,191	-	11,607,191	10,570,277
General and administrative	5,252,649	-	5,252,649	4,370,159
Development	37,602	-	37,602	40,834
Total expenses	16,897,442	-	16,897,442	14,981,270
Income from operations	2,756,781	(3,962)	2,752,819	757,901
Other income				
Investment return, annual appropriation	41,055	3,962	45,017	40,000
Investment return, net of fees and annual appropriation	(12,158)	1,074	(11,084)	(9,341)
Realized and unrealized (losses) gains on investments	(2,275)	(298)	(2,573)	77,271
Total other income	26,622	4,738	31,360	107,930
Excess of revenues and support and other income over expenses and change in net assets	2,783,403	776	2,784,179	865,831
Net assets, beginning of year	5,292,081	274,819	5,566,900	4,701,069
Net assets, end of year	$ 8,075,484	$ 275,595	$ 8,351,079	$ 5,566,900

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

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Revenues and support and other income											
Program service fees, net	$ 3,545,208	$ 7,476,020	$ 1,023,265	$ 334,929	$ 267,886	$ 982,255	$ 705,634	$ 14,335,197	$ 41,417	$ -	$ 14,376,614
New Hampshire Bureau of Behavioral Health	147,498	704,766	-	306,344	21,960	-	720,805	1,901,373	865,422	-	2,766,795
Federal grant	-	672,155	-	-	63,195	-	865,586	1,600,936	-	-	1,600,936
Rental income	-	-	-	-	-	-	-	-	6,206	-	6,206
Contributions and support	-	-	-	-	-	-	-	-	-	129,139	129,139
Other	3,294	51,892	10,238	-	467,721	18,884	624	552,653	249,278	-	801,931
Total revenues and support and other income	$ 3,696,000	$ 8,904,833	$ 1,033,503	$ 641,273	$ 820,762	$ 1,001,139	$ 2,292,649	$ 18,390,159	$ 1,162,323	$ 129,139	$ 19,681,621

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

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC. D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Functional Revenues and Expenses (Concluded)

Year Ended June 30, 2020

	Children's and Adolescents' Services	Adult Services	Elderly Services	Deaf Services	Substance Abuse Disorders	Medical Services	Other Programs	Total Programs	General and Administrative	Development	Total Organization
Total revenues and support and other income	$ 3,696,000	$ 8,904,833	$ 1,033,503	$ 641,273	$ 820,762	$ 1,001,139	$ 2,292,649	$ 18,390,159	$ 1,162,323	$ 129,139	$ 19,681,621
Expenses											
Salaries and wages	1,350,806	3,072,873	355,953	240,404	535,382	1,080,542	1,269,618	7,905,578	2,878,346	16,360	10,800,284
Employee benefits	265,731	557,602	47,550	48,416	62,126	129,493	226,045	1,336,963	390,632	3,133	1,730,728
Payroll taxes	100,450	231,316	27,103	17,549	40,055	75,771	88,783	581,027	205,986	1,247	788,260
Substitute staff	-	-	-	-	-	-	-	-	8,280	-	8,280
Accounting and administrative fees	-	-	-	-	-	-	130	130	111,310	25	111,465
Legal fees	175	8,526	3,740	-	-	-	1,205	13,646	15,221	-	28,867
Other professional fees	8,303	3,243	1,893	13,921	423	222,559	47,871	298,213	126,429	7,050	431,692
Journals and publications	-	-	-	-	-	-	-	-	988	-	988
Conferences	-	-	-	75	6,508	-	2,328	7,911	3,336	-	11,247
Other staff development	409	1,666	-	255	480	-	15,794	18,604	4,736	-	23,340
Mortgage interest	-	-	-	-	-	-	-	-	77,455	-	77,455
Heating costs	-	-	-	-	-	-	-	-	19,643	-	19,643
Other utilities	-	-	-	-	-	-	-	-	97,001	-	97,001
Maintenance and repairs	-	-	-	-	-	-	-	-	198,090	-	198,090
Other occupancy costs	-	-	-	-	-	-	-	-	97,378	-	97,378
Office	6,179	9,589	151	3,298	10,787	7,996	64,344	102,344	376,344	3,552	482,240
Building and household	72	-	-	-	-	31	57	160	40,795	-	40,955
Food	110	997	-	-	174	-	333	1,614	3,132	593	5,339
Advertising	-	-	-	75	-	-	1,061	1,136	4,337	353	5,826
Printing	953	2,874	216	-	221	193	883	5,340	4,575	2,132	12,047
Communication	8,126	34,160	4,558	3,388	2,528	583	9,170	62,513	166,613	-	229,126
Postage	128	239	-	-	36	-	65	468	11,545	-	12,013
Staff	36,320	117,859	15,932	22,951	4,305	48	14,885	212,300	10,393	64	222,757
Client services	25,639	626,407	405	148	3,404	-	3,530	659,533	1,000	-	660,533
Malpractice insurance	-	1,125	-	-	-	-	-	1,125	163,369	-	164,494
Vehicle insurance	-	-	-	-	-	-	-	-	2,258	-	2,258
Property and liability insurance	-	375	-	-	-	-	-	375	66,852	-	67,227
Other interest	-	-	-	-	-	-	-	-	4,832	-	4,832
Depreciation	36,756	62,084	13,791	10,105	26,214	12,835	44,894	206,679	62,169	3,043	271,891
Equipment rental	-	-	-	-	-	-	-	-	51,210	-	51,210
Equipment maintenance	-	-	-	-	-	-	-	-	4,786	-	4,786
Membership dues	504	-	-	-	-	-	3,653	4,157	37,358	50	41,565
Other	-	5,672	-	-	33,993	-	147,710	187,375	6,250	-	193,625
Total expenses before allocation	1,840,661	4,736,607	471,292	360,585	725,636	1,530,051	1,942,359	11,607,191	5,252,649	37,602	16,897,442
General and administrative allocation	1,074,411	2,516,756	316,842	146,976	294,272	(528,912)	268,876	4,089,221	(4,089,851)	630	-
Total expenses	2,915,072	7,253,363	788,134	507,561	1,019,908	1,001,139	2,211,235	15,696,412	1,162,798	38,232	16,897,442
Change in net assets	$ 780,928	$ 1,651,470	$ 245,369	$ 133,712	$ (199,146)	$ -	$ 81,414	$ 2,693,747	$ (475)	$ 90,907	$ 2,784,179

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

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THE COMMUNITY COUNCIL OF NASHUA, NH, INC.
D/B/A GREATER NASHUA MENTAL HEALTH

Statement of Cash Flows

Year Ended June 30, 2020
(With Comparative Totals for Year Ended June 30, 2019)

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 2,784,179	$ 865,831
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	272,738	265,718
Net realized and unrealized (losses) gains on investments	2,573	(77,271)
Provision for bad debt	804,899	1,763,837
Changes in operating assets and liabilities		
Accounts receivable	(2,031,535)	(1,261,563)
Prepaid expenses	79,083	(37,899)
Accounts payable and accrued expenses	(370,079)	407,847
Accrued payroll and related expenses and vacation	514,408	592,249
Estimated third-party liability	18,681	(950,075)
Deferred revenue	(3,978)	8,930
Net cash provided by operating activities	2,070,969	1,577,604
Cash flows from investing activities		
Purchases of investments	(1,037,608)	(561,223)
Proceeds from the sale of investments	1,071,406	547,987
Purchase of property and equipment	(189,631)	(486,724)
Net cash used by investing activities	(155,833)	(499,960)
Cash flows from financing activities		
Principal payments on notes payable	(77,134)	(91,087)
Borrowings under the Paycheck Protection Program (PPP)	2,052,284	-
Net cash provided (used) by financing activities	1,975,150	(91,087)
Net increase in cash and cash equivalents	3,890,286	986,557
Cash and cash equivalents, beginning of year	2,450,691	1,464,134
Cash and cash equivalents, end of year	$ 6,340,977	$ 2,450,691
Supplemental disclosures of noncash flow activities		
Acquisition of property and equipment included in accounts payable and accrued expenses	$ -	$ 42,563

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

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Organization

The Community Council of Nashua, NH, Inc. d/b/a Greater Nashua Mental Health (the Organization) is a comprehensive community health center located in Nashua, New Hampshire. The Organization's mission is to work with the community to meet the mental health needs of its residents by offering evaluation, treatment, resource development, education and research. The Organization is dedicated to clinical excellence and advocacy with its Child and Adolescent, Adult Outpatient Services, Elderly Services, Deaf Services, Substance Abuse, Medical Services, and other programs.

1. Summary of Significant Accounting Policies

Recently Adopted Accounting Pronouncement

In July 2018, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (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.

Basis of Presentation

The financial statements of the Organization have been prepared in accordance with U.S. GAAP, which require the Organization to report information regarding to its financial position and activities according to the following net asset classification:

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

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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. 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 and changes in net assets.

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, 2019 financial statements, from which the summarized information was derived.

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 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 patient accounts receivable balances, as well as the aging of balances. The Organization analyzes its past history and identifies trends for each of its major payer sources of revenue to estimate the appropriate allowance for uncollectible accounts 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.

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.

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

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. Expenses are allocated based on client service revenue related to services by department.

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Estimated Third-Party Liability

The Organization's estimated third-party liability consists of estimated amounts due to Medicaid under capitation contract agreements. During 2020, minimum threshold levels were waived by the Managed Care Organizations (MCO's) and therefore, management has not recognized a potential repayment for services provided during 2020.

During 2020, management was notified by the MCO's that the Organization did not meet the minimum threshold levels for services provided in 2019 and as a result owe the MCO's a total of $18,681.

Income Taxes

The Organization is exempt from federal 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, 2020 and 2019. 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 October 28, 2020, 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 balanced budget and anticipates collecting sufficient revenue to cover expenditures not covered by donor-restricted resources or, where appropriate, borrowings. Refer to the 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 statement of financial position date to meet general expenditures as of June 30:

	2020	2019
Cash and cash equivalents available for operations	$ 5,795,870	$ 1,933,201
Accounts receivable, net	2,553,814	1,327,181
Financial assets available to meet general expenditures within one year	$ 8,349,684	$ 3,260,382

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-imposed 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 was fully available at June 30, 2020. See Note 8.

3. Program Service Fees and Concentrations of Credit Risk

Program service fees are charged at established rates and recognized as services are rendered. Discounts, allowances and other arrangements for services provided at other than established rates are recorded as an offset to program service fees. The State of New Hampshire has implemented payment reform in which certain patients covered under Medicaid were transitioned to coverage under a managed care system. Net revenues from managed care represented approximately 80% and 86% of the Organization's net program service fees for 2020 and 2019, respectively. Net revenues from the Medicaid program accounted for approximately 9% of the Organization's net program service fees for 2020 and 2019, respectively.

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An estimated breakdown of program service fees, net of the provision for bad debt, capitation adjustments and contractual allowances, from those major sources is as follows:

	2020	2019
Private pay	$ 2,209,648	$ 2,126,075
Medicaid	1,385,623	1,884,686
Medicare	1,907,288	1,084,336
Other payers	1,186,399	809,579
Managed care	21,265,156	18,831,992
	27,954,114	24,736,668
Less: Contractual adjustments	(5,048,686)	(4,306,382)
Capitation adjustments	(7,723,915)	(6,566,431)
Provision for bad debt	(804,899)	(1,763,837)
	(13,577,500)	(12,636,650)
Program service fees, net	$ 14,376,614	$ 12,100,018

The decrease in bad debt expense in 2020 as compared to 2019 is primarily due to improved collection efforts as a result of the Organization concentrating on reducing Lapsed Medicaid exposure.

The Organization grants credit without collateral to its patients, most of whom are insured under third-party payer agreements. Following is a summary of gross accounts receivable by funding source as of June 30:

	2020	2019
Government grants	58 %	30 %
Private pay	10	24
Medicaid	11	21
Medicare	8	4
Other	6	7
Managed care	7	14
	100 %	100 %

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4. Investments

Investments, which are reported at fair value, consist of the following at June 30:

	2020	2019
Common stocks	$ 744,873	$ 738,894
Equity mutual funds	215,908	258,423
U.S. Treasury bonds	503,538	487,623
Corporate bonds	244,045	255,204
Corporate bond mutual funds	109,001	113,591
	$ 1,817,365	$ 1,853,735

The Organization's investments are subject to various risks, such as interest rate, credit and overall market volatility, which may substantially impact the values of investments at any given time.

5. 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 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 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:

	2020		
	Level 1	Level 2	Total
Common stocks	$ 744,873	$ -	$ 744,873
Equity mutual funds	215,908	-	215,908
U.S. Treasury bonds	503,538	-	503,538
Corporate bonds	-	244,045	244,045
Corporate bond mutual funds	109,001	-	109,001
	$ 1,573,320	$ 244,045	$ 1,817,365

	2019		
	Level 1	Level 2	Total
Common stocks	$ 738,894	$ -	$ 738,894
Equity mutual funds	258,423	-	258,423
U.S. Treasury bonds	487,623	-	487,623
Corporate bonds	-	255,204	255,204
Corporate bond mutual funds	113,591	-	113,591
	$ 1,598,531	$ 255,204	$ 1,853,735

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.

6. Property and Equipment

Property and equipment consists of the following:

	2020	2019
Land, buildings and improvements	$ 5,659,096	$ 5,539,240
Furniture and equipment	338,588	318,374
Computer equipment	285,083	278,083
Software	706,407	706,407
Vehicles	33,191	33,191
	7,022,365	6,875,295
Less accumulated depreciation	(4,095,947)	(3,824,056)
Property and equipment, net	$ 2,926,418	$ 3,051,239

7. 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

Effective for the year ended June 30, 2020, the Organization implemented 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 twelve quarters ending June 30 of the prior fiscal year. In 2019, the Board of Directors elected to forego the newly adopted spending policy until 2020. In 2020 and 2019, the Board of Directors approved an appropriation of $45,017 and $40,000, respectively, to support current operations.

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, 2020 and 2019.

Endowment Composition and Changes in Endowment

The endowment net asset composition by type of fund as of June 30, 2020 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 275,595	$ 275,595
Board-designated endowment funds	1,586,877	-	1,586,877
	$ 1,586,877	$ 275,595	$ 1,862,472

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The changes in endowment net assets for the year ended June 30, 2020 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2019	$ 1,596,406	$ 274,819	$ 1,871,225
Investment return	26,622	4,738	31,360
Amount appropriated for expenditure	(41,055)	(3,962)	(45,017)
Appropriated funds not drawn from investments	4,904	-	4,904
Endowment net assets, June 30, 2020	$ 1,586,877	$ 275,595	$ 1,862,472

The endowment net asset composition by type of fund as of June 30, 2019 was as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Donor-restricted endowment funds	$ -	$ 274,819	$ 274,819
Board-designated endowment funds	1,596,406	-	1,596,406
	$ 1,596,406	$ 274,819	$ 1,871,225

The changes in endowment net assets for the year ended June 30, 2019 were as follows:

	Without Donor Restrictions	With Donor Restrictions	Total
Endowment net assets, June 30, 2018	$ 1,544,023	$ 259,272	$ 1,803,295
Investment return	92,383	15,547	107,930
Amount appropriated for expenditure	(40,000)	-	(40,000)
Endowment net assets, June 30, 2019	$ 1,596,406	$ 274,819	$ 1,871,225

8. Debt Obligations

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 plus 0.00%. Interest is payable monthly. The line of credit had no outstanding balance at June 30, 2020 or 2019. The line of credit agreement has a maturity date of February 28, 2021.

Notes Payable

The Organization had the following notes payable:

	2020	2019
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of $8,114 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.33%; collateralized by mortgaged property. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	$ 783,536	$ 836,858
Note payable to TD Bank. Under the terms of the note payable, monthly principal and interest payments of $4,768 are due through February 2024, at which time a balloon payment for the remaining principal is due. Interest rate is fixed at 5.35%; collateralized by mortgaged property. The note is a participating loan with New Hampshire Health and Education Facilities Authority. Subsequent to year end, the Board of Directors approved repayment in full on the remaining balance on the note payable to TD Bank.	601,005	624,817
PPP loan to TD Bank borrowed in April 2020 obtained under a provision of the Coronavirus Aid, Relief, and Economic Security Act (CARES Act). A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. On October 23, 2020, management submitted its application for forgiveness and has yet to receive approval. This loan is unsecured.	2,052,284	-
	3,436,825	1,461,675
Less: unamortized deferred issuance costs	(337)	(1,184)
Total notes payable, net of unamortized deferred issuance costs	$ 3,436,488	$ 1,460,491

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The scheduled maturities on notes payable are as follows:

2021	$ 917,917
2022	1,302,222
2023	90,972
2024	1,125,714

Cash paid for interest approximates interest expense.

TD Bank requires that the Organization meet certain financial covenants. The Organization was in compliance with covenants as of June 30, 2020.

9. Commitments and Contingencies

Malpractice Insurance

The Organization insures its medical malpractice risks on a claims-made basis. At June 30, 2020, there were no known malpractice claims outstanding which, in the opinion of management, will be settled for amounts in excess of insurance coverage nor are there any unasserted claims or incidents known to management which require loss accrual. The Organization intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. 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. Effective July 1, 2017, the Organization established a matching contribution of 100% of employee deferrals up to 3% of eligible compensation. Effective July 1, 2019, the Organization increased the 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 year ended June 30, 2020 and 2019. Expenses associated with this plan were $282,823 and $141,033 for the years ended June 30, 2020 and 2019, respectively.

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

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The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the CARES Act, a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding

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GNMH Greater Nashua Mental Health

BOARD OF DIRECTORS 2021

ROBERT S. AMREIN, Esquire — Hudson, NH
- *Retired: Attorney / Consultant*

RAYMOND BROUSSEAU — Nashua, NH
- BAE Systems

PAMELA BURNS – Chair — Nashua, NH
- *Dental Hygienist*

ROBERT DORF, DO — Nashua, NH
- *Chief Medical Officer*
  Southern New Hampshire Health

CHRISTINE FURMAN — Hollis, NH
- *Retired: Financial Management*
  (2-Term) NH State Representative

JONE LABOMBARD - Secretary — Hollis, NH
- *Retired Educator*

KAREN LASCELLE, CPA - Treasurer — Nashua, NH
- *Certified Public Accountant*

ROBYN MOSES-HARNEY — Hudson, NH
- *Vice President of Human Resources,*
  PlaneSense, Inc., Portsmouth

ELIZABETH SHEEHAN — Litchfield, NH
- *Director, HR Solution Delivery Hub No. America,*
  Iron Mountain

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MARY ANN SOMERVILLE Litchfield, NH
- *Retired: Software design, development, support*

DIANE VIENNEAU - Vice Chair Nashua, NH
- *NH Department of Education, Nashua*

LISA YATES Nashua, NH
- *NH Department of Education, Nashua*

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Evelyn Marcano

STRENGTHS

- *Analytical, written, and verbal skills*
- *Motivated team player*
- *Ability to plan, schedule, and facilitate meetings*
- *Manage multiple projects effectively and efficiently*
- *Adaptability and ability to work independently*
- *Computer literate*
- *Organized, and detail-oriented*
- *Bilingual in Spanish and English*

PROFESSIONAL EXPERIENCE

GNMHC/ Nashua, NH
Support Employment Specialist

2018-Present

- Assist individuals with securing employment.
- Work with the clients and treatment team to engage client in of obtaining and retaining employment.
- Prioritized and address client needs, identity available community resources, and local contacts with employers.
- Performs other related duties as requested.

Bilingual Case Manager

- Provide direct support, education, and outreach to a caseload of adult recovering from mental disorders.
- Meeting with individuals within their natural environments, coordinating community support systems and services, crisis intervention, education, and assisting in removing barriers to improving functions.
- Perform other related duties as requested.

WIC- SNHS/ Nashua, NH
Clinic Technician

2015-Present

- Completes all procedures for Certification of clients.
- Assist in setting up and cleaning up clinic areas.
- Performs all procedures that involve Food and Voucher issuance, record keeping, transfers and verification and input of all computer data.
- Help with food packing and assisting participants.
- Performs other related duties as requested.

Translator/Interpreter

- Translate written materials into Spanish, rewrite material, check translations of technical terms and terminology to ensure that they are accurate and remain consistent throughout translation revisions.
- Interpret phone conversations for English and Spanish clients.
- Interpret information in a variety of different situations.

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Workplace Success- SNHS/ Nashua, NH
Receptionist/Clerk

2014-Present

- Welcomes visitors by greeting them, in person or on the telephone; answering or referring inquiries. Takes and retrieves messages for various personnel.
- Provides callers with information such as address, directions to the location, fax numbers, website and other related information.
- Assists in the ordering, receiving, stocking and distribution of office supplies.
- Assists with other related clerical duties such as photocopying, faxing, filing and collating.
- Maintains safe and clean the room area by complying with procedures, rules, and regulations.
- Maintains continuity among work teams by documenting and communicating actions, irregularities, and continuing needs.
- Contributes to team effort by accomplishing related results as needed.

American Resource Staffing/ Nashua, NH
Job Placement Recruiter

July 2008- November 2011

- Give orientations of best practices for occupational health, safety, or environmental concerns.
- Advise managers and employees on staffing policies and procedures.
- Interview applicants to obtain information on work history, training, education and jobs skills.
- Provide tools and create resumes for potential candidates, and assist job seekers secure training to enhance skills.
- Contact applicants to inform them of employment possibilities, considerations and selections.
- Conduct reference and background checks on applicants.
- Administer drug screenings at the office.
- Perform searches for qualified candidates according to relevant job criteria using computer data basis, networking and internet recruiting resources.
- Hire applicants and authorize paperwork assigning them to positions.
- Prepare and maintain employee records.
- Record payroll timesheets, enter hours into database and send to accounting office for weekly processing.

Translator/Interpreter

- Translate written materials into Spanish, rewrite material, check translations of technical terms and terminology to ensure that they are accurate and remain consistent throughout translation revisions.
- Interpret phone conversations for English and Spanish clients.
- Interpret information in a variety of different situations.

Puerto Rico Housing Department- San Juan, Puerto Rico
Administrator *July 1992 - August 2006*

- Certified Public Housing Occupancy Manager.
- Supervise all employees from all areas in the projects.
- Collect rent from residents each month, record amounts, report information to head office.
- Complete work orders in less than 24 hours.
- Make monthly reports of accounting, occupancy and maintenance.
- Make daily deposits to the bank for the money collected from the rent.
- Keep records of the residents with all documentation needed according to HUD.
- Prepare correspondence, reports, letters and any other legal documents.
- Manage phone calls, faxes, e-mails and take messages as needed.
- Organize meetings for the Auxiliary Secretary of the Legal Division of Housing Authority.
- Update agendas and daily schedules of Housing legal staff.

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EDUCATION

- Southern New Hampshire Area Health Education Center, Manchester NH
  Health Care Community Interpreter (HCC)

- University of Puerto Rico, Rio Piedras, Puerto Rico
  2 years in History and General Studies

- MBTI Business Institute, Santurce, PR
  Multiple Certifications:
  Business Administration
  Air Lines and Tourism
  Conversational English
  Data Entry

- Colegio Santa Rosa High School, Bayamón, PR
  Graduate with Honors

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Amy Wisbey

Seeking an operations position where my skills can be leveraged to improve efficiencies while I continue to learn and grow as a professional.

WORK EXPERIENCE

HR Associate
Veritude, Fidelity Investment's staffing agency - 2015 - 2017

- Managed the onboarding process for new Fidelity temp associates, including processing the hire, coordinating first day details and conducting orientation
- Managed the awards program for all temp associates over all Fidelity locations; processed new hire paperwork, and launched outreach to hiring managers and associates.
- Assisted Staffing Consultants by helping their candidates through the application and background process
- Use of Taleo, Bullhorn, Salesforce, Scout, MS Word, Excel and Outlook.

Office Administrator
FIRST CONGREGATIONAL CHURCH OF MILFORD - 2008 - 2015

- Executed all financial operations for the church including managing 3 bank accounts, processing payroll and preparing all tax documents
- Implemented financial reporting in order to highlight any budgeting problems
- Wrote, published and distributed a monthly newsletter to all members and friends of the church, including local businesses
- Use of QuickBooks, MS Publisher; MS Word and Gmail.

Substitute Teacher
MILFORD SCHOOL DISTRICT - 2006 - 2008

Took on any job needed, sometimes with only 30 minutes' notice. Was able to learn subjects quickly to ensure students didn't fall behind during the teacher's absence.

Office Manager
PERONI BUSINESS SYSTEMS - 1995 - 1997

Was responsible for a wide variety of office duties, including Payroll, Accounts Receivable and Accounts Payable, collections, maintaining and ordering office supplies as well as phone reception. Also helped in such areas as Vendor purchasing and sales quotes.

EDUCATION

Bachelor of Science In Business Management In Mathematics
Plymouth State University
1991

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Carolanne Caron, CPA

Summary

An experienced accountant with over 15 years working in the financial institutions, construction, manufacturing, retail, service, nonprofit, and investments industries. A self-starter who excels in a fast paced challenging environment and never stops learning or improving. Skilled in policy setting; communication with peers, outside departments, auditors, and board of directors; and setting priorities, Carolanne will take your company to the next level.

Highlights

- G/L and subsidiary ledger accounting
- Generally Accepted Accounting Principles
- Month-end preparation & journal entries
- Variance and data analysis
- Consolidated financial statements
- Cash flow statements
- Profit and loss analysis
- Job costing
- Public, private, and fund accounting
- Strategic planning
- Regulation interpretation and application
- Inventory management
* Balance sheet reconciliations
* Budget development and management
* Account analysis
* Financial reporting
* Fixed asset management
* General ledger analysis
* Lien waivers and certificates of insurance
* Audit engagements
* Consulting engagements
* Internal control analysis and enhancement
* Policy setting
* Experienced liaison to external auditors

Experience

PT United, LLC *Controller* 2019-present

- Supervising 2 full time full cycle accounts receivable clerks and an outsourced team in the Philippines consisting of 1 part time supervisor and 2 full time data entry and accounts receivable/accounts payable clerks
- Cleanup of books since inception and implementation of new revenue recognition procedures
- Managing conversion of accounting system from cash basis to accrual basis
- Incorporating new division into financial statements and procedures
- Performing daily accounts receivable and accounts payable/cost accounting functions when clerks are unavailable
- Monthly activity posting, journal entry posting, reconciliation, and close
- Payroll processing for 16 employees through Trivantus
- Monthly filing of sales tax returns for each state
- Developed Standard Operating Procedures for the accounting department
- Liaison to tax accountant
- Acquisition of Paycheck Protection Program loan through the SBA

Digital Federal Credit Union *Member Service Representative* 2019-2020

- Helping community members identify their needs to set up memberships, share accounts, and finalize loans
- Troubleshooting issues with fraudulent activity and transactions

Winning Swimming, LLC *Head Coach* 2012-2019

- Analyzing the needs of each swimmer; creating workouts and programs to help improve technique, endurance, and speed; and supervising/training/evaluating assistant coaches.
- WZID's Outstanding Woman of 2018

Melanson Heath and Company *Certified Public Accountant* 2009-2012

- Industries: Service, investment, forestry
- Recording monthly consolidating journal entries to convert onsite forestry balance sheets and income statements to fund accounting balance sheets and income statements
- Setting up accounting systems for new funds
- Conducting account analysis and prepare reconciliations

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- Interpretation and application of new Generally Accepted Accounting Principles
- Interacting with overseas teams to deliver quarterly and annual financial statements
- Developing and enhancing ad hoc reports for fund management
- Creating binders in preparation for year-end audit with account analysis back up and accompanying reconciliations
- Liaison to external auditors

Mom's Munchies *Owner/Company Founder* 2004-2009

- Responsible for bookkeeping, management, sales, production, marketing, and events coordination

Carolanne Caron, CPA *Principal* 1995-2003

- Industries: Construction, retail, service, nonprofit
- Preparing weekly, monthly, and quarterly activity journal entries
- Entering and managing accounts receivable, accounts payable, and job costing
- Preparing and executing check runs
- Conducting account analysis and preparing reconciliations
- Preparing monthly, quarterly, and annual financial statements with reconciliation for tax reporting
- Developing balance sheets, income statements, and ad hoc reports for management based on current need analysis
- Assisting payroll processing
- Maintaining subcontractor compliance
- Strategic planning
- Budget development and management
- Specializing in business consulting, optimizing internal controls, and accounting infrastructure
- Supporting client management in supervision and evaluation of accounting department personnel and strategic/tactical planning
- Working closely with client management to evaluate cost cutting measures and support proactive decision-making to achieve their goals

Union Trust Company *Assistant Vice President and Senior Auditor* 1994-1995

- Revitalizing Internal Audit Department, repairing department's reputation within the company, staffing department
- Implementing relevant audit plans and programs
- Policy setting and internal control enhancement
- Conducting and overseeing audits of all company departments from branches to trust
- Communicating with audit committee, external auditors, and company management
- Managing annual external audit requirements
- Liaison to external auditors
- Supporting external auditors with special projects, audit results, and preparation of workpapers

KPMG Peat Marwick *Senior Auditor* 1991-1993

- Industries: Financial Institutions, manufacturing, government, service
- Planning for upcoming audits
- Supervising field team during audits
- Performing audits of completed loans and complex topics such as bad debt and tax calculations
- Reviewing staff's completed work and performance for topics such as cash reconciliations, accounts receivable, accounts payable, prepaid and accrued accounts

Licensures

- Certified Public Accountant
- Notary Public in New Hampshire
- Certified Canfield Trainer in the Success Principles
- Competent Communicator and Competent Leader in Toastmasters International

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Education

Husson College, Bangor, ME 1991
Bachelor of Science Public Accounting. Cumulative GPA 3.41. Distinction.

Software

Microsoft Office, Outlook, Word, Excel, Publisher; PEGA (Customer Tracking), Construction, Quickbooks.
Adapts to new software programs quickly and easily.

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DONNA B. LENNON, MA

EDUCATION: **M.A. Counseling & Psychotherapy, Rivier University, 1984.**
B.S. Behavioral Sciences, *CUM LAUDE*, Hawthorne College,1982.

EMPLOYMENT: Donna Lennon Counseling Services, LLC
Concord and Bedford, New Hampshire
Feb 1992 – July 2010 and March 2017 to present
Director of Group practice – Outpatient Services
Psychotherapy and consulting practice for Mental Health & Substance Use Disorders. Provide comprehensive evaluations for EAP's, schools and legal system. Required extensive collaboration with 8 colleagues, MCO's, employers, healthcare providers and insurers.

Easter Seals Farnum Center – August 2015 – August 2017
Clinical Director –Inpatient and Outpatient Services
As member of Sr. Leadership Team, responsible for management of daily clinical operations including clinical supervision of inpatient and outpatient staff. Manage IOP, Continuing Care and therapy groups, execute treatment strategies, facilitate weekly Clinical supervision group. Provide clinical direction for Program Coordinators on detox, residential and outpatient units. Hire, train and develop staff in accordance with best practices.

Gosnold on Cape Cod – Falmouth, MA - July 2010 – July 2015
Program Clinical Director
Leadership of daily operations of clinical & case management staff, resolve challenges, develop process and performance improvement strategies, review clinical documentation, hire, train & supervise clinical staff conduct performance appraisals, monitor budget with CFO, ensuring compliance with NAADAC, NBCC, HIPAA & The Joint Commission standards, ethics and best practices for 50 bed detox., Write clinical programs for patients while providing extensive collaboration with Nursing, Admissions, Utilization Review and other Clinical Program staff at various Gosnold work sites (inpatient rehab and outpatient).

Resource Management Consultants – Salem, NH Jul '90-Jul '91
EAP services and account management to client business & industry, hospital & educational systems employees and their families. Delivered supervisory training to management staff, assessment and referral, develop Lunch n'Learn sessions for staff.

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Bedford Counseling Associates – Bedford, NH 2/90-9/91
Developed, marketed and delivered training programs for local community regarding addiction, family recovery, intervention & treatment. Provided outpatient therapy for individuals, families & groups affected by trauma & addiction.

Manchester High School West – Manchester, NH 8/87 -10/89
Implemented the first formal Student Assistance Program for a student body and faculty of 1850. Established and facilitated comprehensive support groups, program budget, developed and chaired SAP Advisory Board and marketed program to ensure viability and **expansion of program via Mayor and Aldermanic Committee to ALL High School AND Junior High Schools in the city of Manchester.** Initiated state-wide NH-SAP Providers Group, trained "Core Team" of faculty, delivered parent education program re: addiction and recovery. Developed all brochures & marketing materials for program. *****NOMINATED*** for US Dept of Ed's "Drug Free Schools & Communities Program Award for top ten programs in the U.S.**

COMPCARE/Lake Shore Hospital – Manchester, NH 12/85-5/87
Clinical Leader of Multi-disciplinary Tx Team. Facilitated delivery of quality treatment services for patients and families, supervised Tx Team, provided substance use & mental health evaluations. Developed community education programs for families affected by addiction and trauma.

Digital Equipment Corporation – Nashua, NH & Concord, MA
March 1878 – December 1985
HR Department Personnel Services Administrator and promoted to Personnel Specialist with Corporate HR, EE Benefits, Administration, Organizational Development and EE Relations.

PROFESSIONAL AFFILIATIONS:

NH Alcohol & Drug Abuse Counselors Association
National Association of Alcohol & Drug Abuse Counselors
NH Mental Health Counselors Association
Former staff member of NH Teen Institute
Former: Manchester Aldermanic Committee on Substance Abuse

LICENSING:

Licensed Clinical Mental Health Counselor-NH
Master Licensed Alcohol & Drug Abuse Counselor-NH
Certified Advanced Alcohol & Drug Abuse Couns-MA – CADCII

PROFESSIONAL REFERENCES: Will be furnished upon request.

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GEMMARASH CRUZ POWELL

Objective

A position offering an immediate challenge to make significant contributions in social services with my experience and education to obtain the goals and objectives of the company through effective services effort.

Summary of Qualifications

- Bilingual; fluent in English and Spanish
- Excellent administrative and organizational skills
- Proficient with Microsoft Office
- Attitude of service as primary sense of duty

Work Experience

Greater Nashua Mental Health Center, Nashua, NH 2018 - 2019
Case Manager / Community Support Services

- Provide direct support to clients to gain and/or sustain client's current living situation, achieve employment, overall health, wellness and to increase social interactions.
- Case Management Services to set the conditions for mental health treatment, crisis intervention, education and assisting in removing barriers to improving functioning and/or gain to become more independent in connecting with resources.

Doctor Jose Mendez-Coll, San Juan, Puerto Rico. 2013 - 2014
Administrative Assistant

- Responsible for provides, obtaining and including periodic statistic
- Provides technical assistance in web pages to the new and existing patient to enable them make online appointment or ask question
- Maintain a system effective communication between doctors, doctor staff and patient that includes doctor agenda, emails, calls, patient files records constantly updates in the database.

Government Municipalities of Toa Baja, Toa Baja, Puerto Rico. 2005 - 2011
Social Worker Technician

- Offer to the participant professional support services through assesses and interview to know the needs
- Conducted records of cases, evaluated and coordinating clients follow up in person or by phone to ensure and document the required information or service was receive
- Collaboration in family and children crisis intervention offering and maintain confidentiality, action plans, policies and procedures

Education

Bayamon Central University, Bayamon, Puerto Rico 2008
BA in Social Work

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HAYLEY SILVA

PROFESSIONAL SUMMARY

Experienced Support professional with seven years serving elderly and varying age ranges of clients that require assistance to manage their daily lives. This support included; advocating on their behalf when necessary to ensure expeditious, efficient, and effective access to care was made available to clients. Also, thoroughly trained in working with a variety of clients with psychological, cognitive, and physical disabilities. Adept in providing clients who often require emotional support by communicating their needs. Methods include; but are not limited to; aiding Alzheimer's clients establish routines, maintain medication schedules, provide excursions to aid in long term memory retrieval, contacting providers and insurance agencies on the client's behalf, and a myriad of other tasks associated with caring for people enduring conditions such as Alzheimer's, Dementia, Parkinson's, and other ailments.

SKILLS PROFILE

- Proven record of utilizing initiative, connecting clients with agencies, empowering them to initiate positive changes in their own lives.
- Well versed in confidentially policies, procedures, and practices.
- Upholds, as a personal responsibility, standards to attendance, and punctuality necessary for maintaining professionalism while working with a client base consisting of varying personalities and diverse cultures.
- Positively accepts direction from leadership and constructive criticism to develop personally and professionally.
- Proven ability to facilitate social interaction between clients in a positive and respectful way.
- Demonstrated adaptability when working with clients of varying personalities and assist with their diverse needs and personal goals.

EMPLOYMENT HISTORY

Employment Case Manager/Administration, Harbor Homes **3/1/2016 — Present**

Nashua, NH

- Scheduled initial intake meeting with new clients at a variety of locations, including homeless shelters, transitional housing locations, and at client's homes.
- Supported Veterans in the completion of HVRP's comprehensive intake packet; documenting problems and barriers to employment they may be experiencing, such as medical/mental health issues, substance abuse, criminal record history, chronic homelessness.
- Continued and precise documentation of updated information provided by Veterans in the program using all available modes of communications, scheduled appointments, telephone conversations, regular mail, and email.
- Assisted in the collection of 3rd party verification and the compilation of relevant data for the Program manager to fulfill the extensive quarterly reporting requirements of the Department of Labor (DOL) grant ensuring the continuance of the HVRP.
- Regularly attended Multi-Disciplinary case management meetings with HVRP case managers, GPD housing case managers, VA Liaison staff, HVRP Grantees, NHES, VETS Inc., and Easter SEALS, to discuss client's needs, employment status, and concerns that needed addressing.
- Utilizing The Client Track Program, I updated, entered/exited, or both, over 350 HVRP clients during my first four months of working for the program.
- Provided 120 hours of Supervision for a psychology Intern enrolled at Nashua Community College.
- Provided Admin support to all HVRP staff members providing client information updates. Provided direction on data needs and collection. Generated and provided updated documentation tools to support necessary changes.
- Implemented specific rules, and guidelines for the entering, tracking, and maintenance of multiple HVRP Workbooks, and correct and orderly filing of all client's physical and digital files.
- Attended Mental Health summits, which included training specific to our client population. Also, attended numerous webinars, and completed necessary Skillsoft modules.

Care Coordinator, Right at Home **3/1/2016 — Present**

Londonderry, NH

- Assisted with initial engagements between regular clients with their new care providers. This allowed for care providers and clients to determine compatibility and assess their diverse cultural, religious, and personal backgrounds. Identify any behavioral or language barriers and begin mutual communication and cooperation with each other.
- Assisted clients by exercising initiative when researching methods to mitigate medications costs, as well as exploring other possibilities to assist clients, often living on finite budgets.
- Supported clients in many aspects of their daily regimen. Including designing and creating templates for simple, yet easily understandable, phone call lists for clients with memory or anxiety difficulties to utilize. Also, implemented a Labeling system for food items in storage, allowing for clients and follow-on providers to be cognizant of upcoming expiration dates.

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- Accurately identified client needs by asking appropriate questions, through in-depth conversation, which led to the understanding of the client's specific needs, supports, and other frameworks relevant to client success.
- Ensured accurate documentation while maintaining the confidential integrity of client care plans. Including the fluctuating physical, cognitive, and emotional records of the client and their medication lists.
- Documented objectively the client's personal and private information essential for the client's continuum of care, allowing for parties involved in the client's care team to access concise and thorough information.
- Advocated for clients, when authorized, to contact medical professionals, insurance companies, and other appropriate agencies, in lieu of the client's ability to accomplish the goal themselves.
- Effectively communicated with peers and supervisors, regularly updating appropriate personnel on evident changes to the clients physical, emotional, or cognitive behavior, immediately by phone or in person, as well as documenting changes in all mandatory client records.

Care Coordinator, Gateways, For Seniors Service **11/1/2014 — 3/1/2016**

Hudson, NH

- Supported client needs in their home, allowing them to some semblance of independence while having professional support.
- Prepared meals and drinks for clients ensuring their nutritional plan is adhered to according to their diagnosis.
- Assisted in maintaining the client's household, supporting a safe and healthy environment for the client.
- Assisted with personal hygiene tasks when the client became incapable of doing so, maintaining a professional attitude, respecting their dignity as much as possible.
- Prepared drinks with Thick-It for clients with swallowing difficulties.
- Transported clients to necessary medical appointments. Also, assisted clients in running errands, prescription pick-ups, food shopping, etc...

Activity Aide, Gateways, Adult Day Service Program **10/1/2011 — 8/1/2015**

Hudson, NH

- Supported client needs, physically, emotionally, and cognitively allowing the clients to be engaged and active in the program.
- Engaged clients in varying activities, table games, seasonal crafts, exercise, including music and movement activities. Resulting in a positive and meaningful experience for the clients.
- Researched and prepared special interest programs, which included interactive games and informational activities for clients to enjoy.
- Vigilant of client safety by and monitoring changes mood, behavior, and other cognitive signs on a daily basis.
- Prepared and served meals, while motoring specific client's dietary needs and restrictions.
- Facilitated social interaction between clients in a positive and respectful way, ensuring a culture conducive to respectful interactions.
- Aided clients with mobility issues; such as wheelchairs, walkers, and often, just an arm to hold, giving the client a sense of support and security.

Education and qualifications summary

- Associate in Science in Speech-Language Pathology Assistant - Graduated - May 2013, Suma Cum Laude, GPA 3.9. Nashua Community College
- Special Education Volunteer Advocate – Graduated - Dec 2010. Parent Information Center, Concord, NH.
- Associate Degree with a Major in Social Work and a Minor in Youth and Community – Graduated - May 2000. University of Nottingham, Nottingham, U.K.
- Dealing with Challenging Behaviors - 2015
- Certified Speech and Language Pathologist Assistant (SLPA) – June 2013
- Special Education Law and Advocacy – Oct 2010
- Special Education Advocacy Conference - 2010
- Advocates for Special Education Training Program - Dec 2009
- CPR: Expiration - June 2018

Awards/memberships/recognitions

- Parent Involvement in Education Award – Oct 2011
- Member of the Phi Theta Kappa Honors Society- Nov 2011
- Published in the Advanced Speech and Language Magazine for an article describing the life of an Autistic child from a first-person perspective titled "This IEP is About Me," which also reached several online publications due to its popularity. April 2010

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Jill O'Neill

Human Service Professional

Highly organized self-motivated Human Services Professional with experience in the Criminal Justice System, Mental Health, Domestic Violence, Substance Abuse, and Juvenile Delinquency. Creative leader with a strong commitment to the needs of the organization and the clients.

EXPERIENCE:

July 2003- Present | Community Council | Nashua, NH

Senior Case Manager

Providing training and supervision to employees hired to work in Community Support Services and manages a caseload of consumers:

- Working with a treatment team for mentally ill adults in coordinating treatment.
- Connecting consumers to resources in the community, and specialized housing as needed.
- Mobilizing support systems for the client, including the development of community support systems.
- Assisting consumers in skill building to enhance self-sufficiency and improve quality of life.

January 2003-July 2003 | The Nashua Academy Program | Nashua, NH

Case Manager for an Alternative Sentencing Program

- Created and monitored the defendant's compliance with the Individualized Self-Improvement Plan (ISP).
- Linked the client with programs and resources as specified in his/her ISP.
- Mobilized support systems for the client, advocating, and coordinating all aspects of the defendant's involvement in The Nashua Academy Program.
- Provided direct support supervision in areas of rehabilitation and environmental supports needed to sustain the client in his/her current or future living, working, social situations, or in other community settings, as stipulated in the ISP.

August 2002- January 2003 | The Key Program | Salem, NH

Outreach and Tracking Caseworker

- Created and monitored treatment plans for juveniles referred by The Department of Social Services.
- Partnered with Probation Officers/Truancy Officers, School Administration, Mental Health Professionals, and Social Services, in providing support and ensure the compliance of the treatment plan.
- Provided support and education on issues facing adolescents and their socio-economic status.

EDUCATION:

Graduated May 18, 2002 | Salem State College | Salem, MA

- Bachelors degree in Criminal Justice with a minor in Sociology.
- 2001 Internship: Lynn District Court- Domestic Violence Unit; legal advocate.

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Maureen Ryan

Qualifications Summary:

- Mission driven, results oriented leader with a strong track record of achieving goal oriented, cost effective quality outcomes
- 20 years progressive management experience in both the private and public sector
- Successful experience in project management, program design and implementation, strategic planning, and grant writing
- Excellent written and verbal communication skills and experienced in public speaking, delivering presentations and facilitating diverse groups

Professional Experience

New Hampshire Department of Health and Human Services **12/05 - present**

Senior Director, Office of Human Services **6/16-present**

- Responsible for providing strategic leadership, direction and administrative oversight for the Divisions of Family Assistance, Children, Youth, & Families, and Child Support Services; the Bureaus of Elderly & Adult Services, Homeless & Housing Services; and Community Based Military Programs; and the Office of Health Equity
- Oversees 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
- Proactively identifies critical issues, actions, or decision-points impacting program administration and service delivery, such as policy change, legislative mandate, or resource need, and engages staff to fully assess the issues and impacts, proactively develop a well-supported strategic plan or response, and communicate and implement decisions timely
- Actively mentors and engages OHS senior 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**

- Direct the coordination and administration of federal and state funding of statewide homeless service contracts
- Direct all bureau activities including contract monitoring, technical assistance, strategic planning, training and regional problem-solving activities
- Coordinate planning efforts for the development of community services and new initiatives
- Serve as agency representative relative to state homeless service programs, to local, state and federal agencies

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
- Direct 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
- Develop and direct projects related to Quality Improvement including facilitating interagency collaboration, system changes involving multiple divisions, organizational development issues and team building

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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 department wide implementation of a comprehensive Quality Improvement effort
- Established and facilitated an ongoing, state wide 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

- Facilitate 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 of 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 training programs for shelter staff and interns

Education

Lesley University, Cambridge, MA Master of Arts in Psychology 1997

St. Bonaventure University, New York Bachelor of Arts 1992

Major: Psychology Minor: Mass Communications

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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 (603) 434-9937

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 (603) 668-6660

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 (603) 883-5822

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 (804) 671-7171

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.

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PATRICK M. ULMEN [redacted]

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.

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Greater Nashua Mental Health (legal name Community Council of Nashua, NH, Inc.)

Key Personnel

Name	Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Evelyn Marcano (beginning in July)	Housing Support Specialist	$38,290	100%	$38,290
Gemma Cruz-Powell	Bridge Housing Specialist	$37,350	100%	$37,350
Hayley Silva	Senior Housing Specialist	$39,140	100%	$39,140
Carolanne Caron	Senior Accountant	$60,000	5%	$3,000
Amy Wisbey	Accountant	$46,922	2%	$938.44
Jill O'Neill	Associate Director, Adult Services	$64,384	15%	$9658
Donna Lennon	Vice President of Clinical Operations	$115,000	0%	$0
Patrick Ulmen	Chief Information Officer	$54,735	0%	$0
Maureen Ryan	Director, Quality & Compliance	$98,621	0%	$0

A20-120 - 11-12 PCUD

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 100 W. Pearl St, Nashua, NH 03060.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,705,587

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

   2.1.3.1. Benefits eligibility and status.

   2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

   2.1.3.2.1. Supportive services.

   2.1.3.2.2. Substance use treatment; recovery support services.

   2.1.3.2.3. Behavioral health care; psychiatric health care.

   2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

   2.2.1. Obtaining the individual's housing history.

   2.2.2. Assessing individual housing preferences.

   2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies

approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:

   2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

      2.13.1. Are actively part of the Housing Bridge Subsidy Program.

      2.13.2. Have documented housing related needs not being met by other identified resources within the community.

      2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

   4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

   5.2. The performance measures will be designated to evaluate:

      5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

      5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

      5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

         5.2.3.1. Individuals who have experienced homelessness;

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

         5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

   8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/27/2020
Date

DocuSigned by:
Katja Fox
ED9005004C83442...
Name: Katja Fox
Title: Director

Community Council of Nashua, NH d/b/a
Greater Nashua Mental Health Center at Community Council

10/23/2020
Date

DocuSigned by:
Cynthia Whitaker
8A4331A503D9451...
Name: Cynthia Whitaker
Title: Interim President and CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

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

OFFICE OF THE ATTORNEY GENERAL

10/29/2020
Date

DocuSigned by:
Name: Catherine Pinos
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: D31FDF88-94F7-48D4-AD00-F336B554BEA7

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Community Council of Nashua, NH
DBA Greater Nashua Mental Health Center at Community Council
Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,432.00	$ -	$ 165,432.00	$ -	$ -	$ -	$ 165,432	$ -	$ 165,432.00
2. Employee Benefits	$ 49,630.00	$ -	$ 49,630.00	$ -	$ -	$ -	$ 49,630	$ -	$ 49,630.00
3. Consultants		$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
6. Travel	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000.00
7. Occupancy	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
8. Current Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -	$ 2,600	$ -	$ 2,600.00
Postage	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
Subscriptions		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
Insurance	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000	$ -	$ 2,000.00
Board Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200.00
9. Software	$ 1,350.00	$ -	$ 1,350.00	$ -	$ -	$ -	$ 1,350	$ -	$ 1,350.00
10. Marketing/Communications		$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,670.00	$ -	$ 1,670.00	$ -	$ -	$ -	$ 1,670	$ -	$ 1,670.00
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 28,618	$ 28,618	$ -	$ -	$ -		$ 28,618	$ 28,618
TOTAL	$ 238,482	$ 28,618	$ 267,100	$ -	$ -	$ -	$ 238,482	$ 28,618	$ 267,100
Indirect As A Percent of Direct		12.0%							

DS

Contractor Initials

Date 10/23/2020

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

Jeffrey A. Meyers
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

August 13, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council		1.4 Contractor Address 100 West Pearl Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-889-6147	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,868,827
1.9 Contracting Officer for State Agency Nathan D. White Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Craig Arnold		1.12 Name and Title of Contractor Signatory Craig D. Arnold, CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On July 26, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Patricia S. Prince

[Seal]

PATRICIA S. PRINCE
Notary Public - New Hampshire
My Commission Expires July 19, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

PATRICIA S PRINCE, NOTARY PUBLIC

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/14/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials CA
Date 7/26/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials CA
Date 7/26/19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials CA
Date 7/26/19

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

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

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

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

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

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

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, whch does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

New Hampshire Department of Health and Human Services

	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 81,413.00	$ -	$ 81,413.00	$ -	$ -	$ -	$ 81,413.00	$ -	$ 81,413.00
2. Employee Benefits	$ 27,843.00	$ -	$ 27,843.00	$ -	$ -	$ -	$ 27,843.00	$ -	$ 27,843.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 730.00	$ -	$ 730.00	$ -	$ -	$ -	$ 730.00	$ -	$ 730.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 306.00	$ -	$ 306.00	$ -	$ -	$ -	$ 306.00	$ -	$ 306.00
6. Travel	$ 4,813.00	$ -	$ 4,813.00	$ -	$ -	$ -	$ 4,813.00	$ -	$ 4,813.00
7. Occupancy	$ 730.00	$ -	$ 730.00	$ -	$ -	$ -	$ 730.00	$ -	$ 730.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,368.00	$ -	$ 1,368.00	$ -	$ -	$ -	$ 1,368.00	$ -	$ 1,368.00
Postage	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 730.00	$ -	$ 730.00	$ -	$ -	$ -	$ 730.00	$ -	$ 730.00
Insurance	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Conference)	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
9. Software	$ 1,013.00	$ -	$ 1,013.00	$ -	$ -	$ -	$ 1,013.00	$ -	$ 1,013.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,253.00	$ -	$ 1,253.00	$ -	$ -	$ -	$ 1,253.00	$ -	$ 1,253.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contract Research Direct	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
14. Admin		$ 16,019	$ 16,019					$ 16,019	$ 16,019
TOTAL	$ 133,421	$ 16,019	$ 149,511				$ 133,421	$ 16,019	$ 149,511

Indirect As A Percent of Direct: 12.0%

Contractor Initials: CD
Date: 7/26/19

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Exhibit B-3 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Budget Items	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 122,429.84	$ -	$ 122,429.84	$ -	$ -	$ -	$ 122,429	$ -	$ 122,429.84
2. Employee Benefits	$ 35,777.00	$ -	$ 35,777.00	$ -	$ -	$ -	$ 35,777	$ -	$ 35,777.00
3. Consultants		$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 873.00	$ -	$ 873.00	$ -	$ -	$ -	$ 873	$ -	$ 873.00
6. Travel	$ 5,350.00	$ -	$ 5,350.00	$ -	$ -	$ -	$ 5,350	$ -	$ 5,350.00
7. Occupancy	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
8. Current Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,130.00	$ -	$ 2,130.00	$ -	$ -	$ -	$ 2,130	$ -	$ 2,130.00
Postage	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
Subscriptions		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
Insurance	$ 2,000.00	$ -	$ 2,000.00	$ -	$ -	$ -	$ 2,000	$ -	$ 2,000.00
Board Expenses		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Software/Licenses/Maintenance	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200	$ -	$ 1,200.00
9. Rent/Lease	$ 1,350.00	$ -	$ 1,350.00	$ -	$ -	$ -	$ 1,350	$ -	$ 1,350.00
10. Print and Communications		$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,870.00	$ -	$ 1,870.00	$ -	$ -	$ -	$ 1,870	$ -	$ 1,870.00
12. Subcontracts/Agreements		$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):		$ -	$ -	$ -	$ -	$ -		$ -	$ -
Contract Research Chairs	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
14. Admin		$ 31,334	$ 31,334	$ -	$ -	$ -		$ 31,334	$ 31,334
TOTAL	$ 177,349	$ 31,334	$ 208,683	$ -	$ -	$ -	$ 177,349	$ 31,334	$ 208,683

Indirect At A Percent of Direct 17.6%

Greater Nashua Mental Health Center at Community Council
SS-2020-BDAS-01-HOUSE-05
Exhibit B-3
Page 1 of 1

9/26/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records**: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit**: Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records**: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials CS
Date 7/26/19

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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: GNSMH

July 26, 2019
Date

Name: Conrad D. Arnold
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: GMMH

July 26, 2019
Date

Name: Craig D. Arnott
Title: CEO

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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.

Vendor Name: Gnmit

July 26, 2019
Date

Name: Cindy D. Amott
Title: CEO

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

The Vendor 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:

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Growth

July 26, 2019
Date

Name: Carlos D. Amorin
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 Vendor 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 Vendor 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.

Vendor Name: GWMH

July 26, 2019
Date

Name: Craig D. Smith
Title: CEO

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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	(GNMH) Greater Northern Mental Health
The State	Name of the Vendor
Katja S Fox	Craig D. Amorose
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Craig D. Amorose
Name of Authorized Representative	Name of Authorized Representative
Director	CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	July 26, 2019
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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

Vendor Name: Gsmit

July 26, 2019
Date

Name: Craig S. Arnott
Title: CEO

FORM A

As the Vendor 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 DUNS number for your entity is: 081249823

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

   ✓ NO _____ YES

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

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

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

   _____ NO _____ YES

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

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

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

   Name: _____ Amount: _____

   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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program 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 August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), 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, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022.

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

   $12,450,357.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

   12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 r upon Governor and Executive 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

6/23/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C63442...
Name: Katja Fox
Title: Director

The Mental Health Center of Greater Manchester, Inc.

6/22/2021
Date

Name: William T. Ryder
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

DocuSigned by:

6/24/2021

Date

Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

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

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

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

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

5.2. The Contractor shall notify the Department, in writing, each month of:

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

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Mental Health Center of Greater Manchester, Inc

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 185,432	$ -	$ 185,432	$ -	$ -	$ -	$ 185,432	$ -	$ 185,432
2. Employee Benefits	$ 49,830	$ -	$ 49,830	$ -	$ -	$ -	$ 49,830	$ -	$ 49,830
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
6. Travel	$ 9,000	$ -	$ 9,000	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000
7. Occupancy	$ 950	$ -	$ 950	$ -	$ -	$ -	$ 950	$ -	$ 950
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,800	$ -	$ 2,800	$ -	$ -	$ -	$ 2,800	$ -	$ 2,800
Postage	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 950	$ -	$ 950	$ -	$ -	$ -	$ 950	$ -	$ 950
Insurance	$ 1,908	$ -	$ 1,908	$ -	$ -	$ -	$ 1,908	$ -	$ 1,908
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,000		$ 1,000				$ 1,000		$ 1,000
9. Software	$ 1,265	$ -	$ 1,265	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,600	$ -	$ 1,600	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 28,551	$ -	$ 28,551	$ -	$ -	$ -	$ 28,551	$ -	$ 28,551
TOTAL	$ 266,477	$ -	$ 266,477	$ -	$ -	$ -	$ 266,477	$ -	$ 266,477

Indirect As A Percent of Direct 0.0%

Contractor Initials MMR
Date 06/22/21

DocuSign Envelope ID: 4628DDA9-C937-4421-BC64-C4AF18E200E5

DocuSign Envelope ID: 4628DDA9-C937-4421-BC64-C4AF18E200E5

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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 : 0005351206

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 15th day of April A.D. 2021.

William M. Gardner

Secretary of State

DocuSign Envelope ID: 4628DDA9-C937-4421-BC64-C4AF18E200E5

CERTIFICATE OF AUTHORITY

I, Kevin Sheppard, 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.
(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 25, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That William Rider, President and Chief Operating Officer
(Name and Title of Contract Signatory)

is duly authorized on behalf of The Mental Health Center of Greater Manchester to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

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

Dated: 6/22/2021

Signature of Elected Officer
Name: Kevin Sheppard
Title: Chairman of the Board of Directors

DocuSign Envelope ID: 4628DDA9-C937-4421-BC64-C4AF18E200E5

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2021

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 Business Insurance	PHONE (A/C, No, Ext): (866) 841-4600 FAX (A/C, No): (866) 574-2443
5 Dartmouth Drive	E-MAIL ADDRESS: TDavis@CGIBusinessInsurance.com
Auburn NH 03032	INSURER(S) AFFORDING COVERAGE / NAIC #
INSURED	INSURER A: Philadelphia Insurance
The Mental Health Center of Greater Manchester, Inc.	INSURER B: Philadelphia Indemnity
401 Cypress Street	INSURER C: A.I.M. Mutual
Manchester NH 03103-3828	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 21-22 Master REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liability $2M Agg GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:			PHPK2251310	04/01/2021	04/01/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Sexual/Physical Abuse or	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			PHPK2251305	04/01/2021	04/01/2022	~~COMBINED~~ SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired/borrowed Liability	$ 1,000,000 $ $ $ $ 1,000,000
B	☒ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION $ 10,000			PHUB8780532	04/01/2021	04/01/2022	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		ECC6004000298-2020A	09/12/2020	09/12/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 500,000 $ 500,000 $ 500,000

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

Supplemental Names Manchester Mental Health Foundation, Inc., Manchester Mental Health Realty, Inc., Manchester Mental Health Services, Inc., Manchester Mental Health Ventures, Inc.
This Certificate is issue for insured operations usual to Mental Health Services.

CERTIFICATE HOLDER

State of NH Dept. 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 Mental Health Center
of Greater Manchester

MISSION

To empower individuals to achieve recovery and promote personal and community wellness through an accessible, comprehensive, integrated and evidence-based system of behavioral health care.

VISION

To promote prevention recovery and wellness, and strive to be a center of excellence and sought after partner in developing and delivering state-of-the-art behavioral health treatment integrated within our community.

GUIDING VALUES AND PRINCIPLES

We treat everyone with respect, compassion and dignity.

We offer hope and recovery through individualized, quality behavioral health services.

We provide evidence-based, culturally responsive and consumer, family focused care.

We support skilled staff members who work together and strive for excellence.

We pursue partnerships that promote wellness and create a healthy community.

Revised and Approved by the Board of Directors on September 25, 2018

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BAKER NEWMAN NOYES

Manchester Mental Health Foundation, Inc. and Affiliates

Audited Consolidated Financial Statements
and Supplementary Information

Years Ended June 30, 2020 and 2019
With Independent Auditors' Report

Baker Newman & Noyes LLC
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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

AUDITED CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION

Years Ended June 30, 2020 and 2019

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INDEPENDENT AUDITORS' REPORT

To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

We have audited the accompanying consolidated financial statements (collectively, the financial statements) of Manchester Mental Health Foundation, Inc. and Affiliates (the Organization), which comprise the statements of financial position as of June 30, 2020 and 2019, the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility 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.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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To the Board of Directors
Manchester Mental Health
Foundation, Inc. and Affiliates

Opinion

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, 2020 and 2019, and the results of its operations, 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.

Other Matter—Report on Supplementary Information

Our audits were conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying supplementary information 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 supplementary information has been subjected to the auditing procedures applied in the audits 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.

Baker Newman & Noyes LLC

Manchester, New Hampshire
November 24, 2020

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF FINANCIAL POSITION

June 30, 2020 and 2019

ASSETS

	2020	2019
Current assets:		
Cash and cash equivalents	$ 9,525,985	$ 6,062,465
Restricted cash	92,786	487,518
Patient accounts receivable	2,021,607	1,714,057
Other accounts receivable	2,416,027	604,902
Investments – short-term	250,000	250,000
Prepaid expenses	557,480	495,780
Total current assets	14,863,885	9,614,722
Investments – long-term	3,880,435	3,826,275
Assets whose use is limited or restricted	441,595	419,492
Property and equipment, net of accumulated depreciation	14,760,411	14,349,362
Total assets	$33,946,326	$28,209,851

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LIABILITIES AND NET ASSETS

	2020	2019
Current liabilities:		
Accounts payable	$ 186,444	$ 377,328
Accrued payroll, vacation and other accruals	3,936,289	3,740,354
Deferred revenue	574,430	157,461
Accrual for estimated third-party payor settlements	–	99,218
Current portion of long-term debt	2,169,961	230,290
Amounts held for patients and other deposits	22,802	21,280
Total current liabilities	6,889,926	4,625,931
Extended illness leave obligation	484,285	460,541
Post-retirement benefit obligation	70,993	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	9,367,184	7,071,263
Total liabilities	16,812,388	12,226,407
Net assets:		
Without donor restrictions	16,692,343	15,563,952
With donor restrictions	441,595	419,492
Total net assets	17,133,938	15,983,444
Total liabilities and net assets	$33,946,326	$28,209,851

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS

Years Ended June 30, 2020 and 2019

	Year Ended June 30, 2020			Year Ended June 30, 2019		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Revenues and other support:						
Program service fees	$25,722,254	$ –	$25,722,254	$22,440,002	$ –	$22,440,002
Program rental income	359,744	–	359,744	335,067	–	335,067
Fees and grants from government agencies	6,253,650	–	6,253,650	4,644,491	–	4,644,491
Interest income	48,164	–	48,164	105,293	–	105,293
Other income	7,228,049	–	7,228,049	6,732,629	–	6,732,629
Total revenues and other support	39,611,861	–	39,611,861	34,257,482	–	34,257,482
Operating expenses:						
Program services:						
Children and adolescents	5,488,616	–	5,488,616	4,885,860	–	4,885,860
Elderly	–	–	–	256,616	–	256,616
Emergency services	2,866,477	–	2,866,477	2,444,022	–	2,444,022
Vocational services	659,686	–	659,686	555,013	–	555,013
Noneligibles	1,738,729	–	1,738,729	1,445,620	–	1,445,620
Multiservice team	9,843,326	–	9,843,326	7,879,982	–	7,879,982
ACT team	4,194,118	–	4,194,118	3,808,348	–	3,808,348
Crisis unit	5,791,325	–	5,791,325	5,299,302	–	5,299,302
Community residences and support living	1,534,011	–	1,534,011	1,486,944	–	1,486,944
HUD residences	153,781	–	153,781	214,402	–	214,402
Housing bridge program	423,615	–	423,615	–	–	–
Other	1,862,359	–	1,862,359	1,908,952	–	1,908,952
Total program services	34,556,043	–	34,556,043	30,185,061	–	30,185,061
Support services:						
Management and general	3,532,923	–	3,532,923	3,404,710	–	3,404,710
Operating property	574,967	–	574,967	478,932	–	478,932
Interest expense	274,867	–	274,867	256,944	–	256,944
Total operating expenses	38,938,800	–	38,938,800	34,325,647	–	34,325,647
Income (loss) from operations	673,061	–	673,061	(68,165)	–	(68,165)

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	Year Ended June 30, 2020			Year Ended June 30, 2019		
	Without Donor Restriction	With Donor Restriction	Total	Without Donor Restriction	With Donor Restriction	Total
Income (loss) from operations	$ 673,061	$ –	$ 673,061	$ (68,165)	$ –	$ (68,165)
Nonoperating revenue (expenses):						
Commercial rental income	401,003	–	401,003	403,191	–	403,191
Rental property expense	(298,934)	–	(298,934)	(367,083)	–	(367,083)
Contributions	219,257	4,475	223,732	288,525	6,418	294,943
Net investment return	142,543	17,628	160,171	207,272	22,404	229,676
Dues	(5,040)	–	(5,040)	(4,800)	–	(4,800)
Donations to charitable organizations	–	–	–	–	(16,500)	(16,500)
Miscellaneous expenses	(3,499)	–	(3,499)	(2,949)	–	(2,949)
Nonoperating revenue, net	455,330	22,103	477,433	524,156	12,322	536,478
Excess of revenues over expenses	1,128,391	22,103	1,150,494	455,991	12,322	468,313
Reclassification of net assets with donor restrictions	–	–	–	(67,481)	67,481	–
Increase in net assets	1,128,391	22,103	1,150,494	388,510	79,803	468,313
Net assets at beginning of year	15,563,952	419,492	15,983,444	15,175,442	339,689	15,515,131
Net assets at end of year	$16,692,343	$441,595	$17,133,938	$15,563,952	$419,492	$15,983,444

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2020

	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	$25,258,684	$ 2,251,696	$22,970,993	$3,827,730	$2,015,786	$ 366,986	$1,283,087	$ 6,662,662	$2,793,674	$3,732,773
Employee benefits	5,677,303	624,308	5,045,136	909,639	428,435	102,566	191,021	1,473,889	667,983	764,886
Payroll taxes	1,888,522	157,856	1,727,912	283,991	149,448	37,593	96,868	492,747	209,341	289,504
	32,824,509	3,033,860	29,744,041	5,021,360	2,593,669	507,145	1,570,976	8,629,298	3,670,998	4,787,163
Professional fees:										
Client evaluation/services	59,976	44,366	15,610	(5,228)	2,518	(501)	(1,755)	13,969	(924)	10,547
Audit fees	75,816	7,205	68,611	12,170	5,222	1,594	4,631	19,280	9,716	9,869
Legal fees	63,894	16,030	47,864	6,645	2,826	1,988	2,506	16,975	8,199	5,341
Other professional fees/consultants	113,098	10,337	63,161	11,500	5,953	1,664	4,020	16,101	8,636	7,631
Staff development and training:										
Journals and publications	17,979	1,521	16,458	1,506	646	197	573	2,917	1,202	1,482
In-service training	70	–	70	–	–	–	–	–	–	–
Conferences/conventions	86,158	9,711	76,447	10,838	8,672	544	4,182	20,581	6,860	8,173
Other staff development	160,492	17,927	142,565	5,824	10,958	29,725	2,213	22,625	25,972	33,149
Occupancy costs:										
Rent	8,800	8,800	–	–	–	–	–	–	–	–
Heating costs	12,510	–	7,438	–	–	–	–	–	–	–
Other utilities	395,088	9,018	222,131	–	24,370	8,726	–	44,880	17,807	70,450
Maintenance and repairs	832,760	24,826	503,465	12,398	32,201	22,577	1,915	122,901	47,324	171,656
Other occupancy costs	243,690	635	63,856	2,024	35	150	994	1,560	401	25,573
Rent subsidies	332,329	–	332,329	–	–	–	–	–	–	–
Consumable supplies:										
Office	265,787	63,186	202,601	44,300	9,622	6,058	14,506	60,689	18,185	15,247
Building/household	83,421	2,724	71,334	276	5,474	1,506	105	7,999	3,212	44,708
Educational/training	541,483	4,023	537,460	26,048	4,474	2,156	8,301	273,374	40,113	128,936
Food	106,944	226	78,577	436	5	7	25	130	69	72,120
Medical	98,051	1,472	96,579	2,581	1,093	321	933	18,921	2,779	48,198
Other consumable supplies	667,568	86,768	580,800	96,932	41,104	13,012	37,319	154,790	76,736	86,106
Depreciation - equipment	205,228	16,107	189,121	34,121	12,189	6,882	9,590	46,307	28,626	35,954
Depreciation - building	495,143	10,298	217,915	5,806	8,521	11,278	3,339	62,347	22,792	69,836
Equipment maintenance	22,372	2,599	19,773	2,683	1,156	596	1,016	5,659	2,746	2,710
Advertising	83,413	7,733	75,680	10,746	4,568	1,394	5,009	16,922	8,491	9,224
Printing	38,138	12,068	26,070	4,437	1,257	312	4,048	6,052	1,190	2,773
Telephone/communication	436,278	30,330	405,948	58,573	29,774	21,870	30,368	110,672	50,823	64,376
Postage and shipping	57,569	28,882	28,687	4,835	2,333	633	1,796	7,641	3,860	4,678
Transportation:										
Staff	190,781	2,692	187,115	34,289	21,930	8,919	321	28,445	71,639	3,870
Clients	7,952	–	7,952	–	68	–	–	16	–	3,359
Insurance:										
Malpractice and bonding	78,060	7,293	69,459	12,321	5,287	1,613	4,688	19,519	9,838	9,991
Vehicles	8,167	776	7,391	1,311	562	172	499	2,076	1,046	1,063
Comprehensive property/liability	127,618	11,248	112,170	18,998	8,152	2,488	7,229	30,098	15,168	15,406
Membership dues	43,286	3,742	34,504	5,103	2,191	668	1,942	8,086	4,076	4,439
Interest expense	274,867	814	7,710	1,376	590	180	523	2,178	1,098	1,115
Other expenditures	186,978	27,067	149,080	45,783	19,647	5,992	17,440	72,496	36,538	37,297
Total expenditures	39,246,273	3,504,284	34,409,972	5,489,992	2,867,067	659,866	1,739,252	9,845,504	4,195,216	5,792,440
Administration allocation	–	(3,504,284)	3,504,284	564,357	293,070	68,664	177,717	993,388	433,516	603,959
Total expenses	$39,246,273	$ –	$37,914,256	$6,054,349	$3,160,137	$ 728,530	$1,916,969	$10,838,892	$4,628,732	$6,396,399

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	Center							Amoskeag		Foundation
	Com-munity Residence	Suppor-tive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Operating Property	Rental Property	Admin-istration	Program Related	Admin-istration
Personnel costs:										
Salary and wages	$ 304,409	$ 586,791	$ 46,650	$1,286,583	$ 63,862	$ –	$ –	$ 18,840	$ 17,155	$ –
Employee benefits	84,641	162,135	9,600	242,971	7,370	–	–	7,859	–	–
Payroll taxes	23,611	45,377	3,451	91,096	4,885	–	–	2,754	–	–
	412,661	794,303	59,701	1,620,650	76,117	–	–	29,453	17,155	–
Professional fees:										
Client evaluation/services	4	12	(56)	(2,976)	–	–	–	–	–	–
Audit fees	836	2,581	303	2,409	–	–	–	–	–	–
Legal fees	452	1,396	190	1,346	–	–	–	–	–	–
Other professional fees/consultants	706	2,183	1,060	3,707	–	26,054	13,546	–	–	–
Staff development and training:										
Journals and publications	103	891	38	6,903	–	–	–	–	–	–
In-service training	–	–	–	70	–	–	–	–	–	–
Conferences/conventions	585	809	92	15,111	–	–	–	–	–	–
Other staff development	5,114	5,442	17	1,526	–	–	–	–	–	–
Occupancy costs:										
Rent	–	–	–	–	–	–	–	–	–	–
Heating costs	–	7,438	–	–	–	–	–	–	5,072	–
Other utilities	–	49,217	467	4,874	1,340	100,957	52,489	–	10,493	–
Maintenance and repairs	171	79,901	1,248	11,173	–	171,472	89,151	–	43,846	–
Other occupancy costs	3	12,309	5	20,149	653	114,722	59,645	–	4,832	–
Rent subsidies	–	–	–	–	332,329	–	–	–	–	–
Consumable supplies:										
Office	443	3,712	(167)	30,006	–	–	–	–	–	–
Building/household	407	6,406	85	1,156	–	–	–	–	9,363	–
Educational/training	657	8,429	163	44,809	–	–	–	–	–	–
Food	6	5,138	1	640	–	–	–	–	28,141	–
Medical	168	520	61	21,004	–	–	–	–	–	–
Other consumable supplies	6,697	19,308	2,386	43,825	2,585	–	–	–	–	–
Depreciation - equipment	1,969	7,176	857	5,450	–	–	–	–	–	–
Depreciation - building	–	29,490	4,339	167	–	161,762	84,103	–	21,065	–
Equipment maintenance	179	552	71	2,405	–	–	–	–	–	–
Advertising	730	2,255	265	16,076	–	–	–	–	–	–
Printing	69	214	32	5,686	–	–	–	–	–	–
Telephone/communication	5,870	22,828	824	9,970	–	–	–	–	–	–
Postage and shipping	332	1,026	121	1,157	275	–	–	–	–	–
Transportation:										
Staff	1,675	2,441	29	12,566	991	–	–	–	974	–
Clients	–	4,503	–	6	–	–	–	–	–	–
Insurance:										
Malpractice and bonding	846	2,613	307	2,436	–	–	–	–	1,308	–
Vehicles	90	278	33	261	–	–	–	–	–	–
Comprehensive property/liability	1,304	4,029	473	3,776	5,049	–	–	–	4,200	–
Membership dues	350	1,271	4,306	2,072	–	–	–	–	–	5,040
Interest expense	95	291	34	230	–	263,302	–	–	3,041	–
Other expenditures	3,211	9,702	1,134	(104,436)	4,276	–	–	–	7,332	3,499
Total expenditures	445,733	1,088,664	78,419	1,784,204	423,615	838,269	298,934	29,453	156,822	8,539
Administration allocation	44,002	113,724	8,147	203,740	–	–	–	–	–	–
Total program expenses	$ 489,735	$1,202,388	$ 86,566	$1,987,944	$ 423,615	$ 838,269	$ 298,934	$ 29,453	$ 156,822	$ 8,539

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES

Year Ended June 30, 2019

	Total Agency	Admin-istration	Total Center Programs	Child/ Adolescents	Elderly Services	Emer-gency Services	Voca-tional Services	Non-Eligibles	Mental Health Multi Service Team	Mental Health ACT Team
Personnel costs:										
Salary and wages	$22,131,547	$ 2,199,292	$19,896,260	$3,391,466	$ 142,196	$1,725,550	$ 313,528	$1,076,868	$5,304,872	$2,532,987
Employee benefits	4,878,479	548,608	4,322,012	842,688	37,992	325,101	84,182	110,585	1,200,122	603,992
Payroll taxes	1,652,808	154,794	1,495,260	257,831	10,764	127,120	24,055	81,746	393,563	187,668
	28,662,834	2,902,694	25,713,532	4,491,985	190,952	2,177,771	421,765	1,269,199	6,898,557	3,324,647
Professional fees:										
Client evaluation/services	237,139	62,773	174,366	(5,292)	612	–	2,984	34,482	33,556	7,450
Audit fees	59,765	5,124	48,876	8,656	693	3,715	1,134	3,146	13,172	6,912
Legal fees	23,135	2,033	20,902	1,631	168	1,356	1,391	579	9,266	4,366
Other professional fees/consultants	124,195	20,412	64,183	11,109	1,313	5,901	1,608	3,727	14,553	8,400
Staff development and training:										
Journals and publications	11,694	2,182	9,512	1,385	112	550	168	717	1,944	1,024
Conferences/conventions	86,368	14,140	72,228	15,273	439	3,395	390	1,313	15,111	9,657
Other staff development	180,379	34,678	145,701	2,621	413	8,793	18,549	1,699	29,857	23,256
Occupancy costs:										
Rent	9,607	9,607	–	–	–	–	–	–	–	–
Heating costs	13,294	–	7,932	–	–	–	–	–	–	–
Other utilities	409,302	9,713	227,804	–	6,536	26,251	9,289	–	41,237	18,890
Maintenance and repairs	775,577	15,145	470,913	–	13,391	32,589	19,043	722	91,727	39,790
Other occupancy costs	220,740	54	38,403	1,995	–	126	–	–	140	–
Consumable supplies:										
Office	250,594	52,905	196,414	22,100	1,168	6,558	4,477	13,350	43,608	11,662
Building/household	73,309	2,469	61,863	180	837	5,498	1,206	63	5,556	2,556
Educational/training	634,425	3,151	631,274	23,038	5,906	26,006	2,651	5,562	186,945	41,484
Food	102,540	911	74,018	318	2	170	142	7	116	37
Medical	72,948	(15)	72,963	264	(2)	(11)	(3)	(9)	17,173	(20)
Other consumable supplies	619,879	83,566	536,313	89,884	7,775	41,645	13,290	35,535	144,812	73,978
Depreciation - equipment	227,056	18,393	208,663	39,014	6,135	10,824	8,227	10,626	45,748	29,600
Depreciation - building	443,617	8,611	195,875	5,613	6,666	7,650	9,039	3,217	43,916	18,154
Equipment maintenance	26,205	5,006	21,199	2,849	168	912	506	1,391	6,144	2,291
Advertising	69,661	8,012	61,599	9,733	913	4,130	1,261	4,453	14,592	7,684
Printing	34,818	3,150	31,668	5,623	235	2,320	414	4,235	6,818	2,048
Telephone/communication	381,255	29,242	352,013	51,674	7,790	25,660	16,365	25,956	83,408	42,425
Postage and shipping	49,408	25,282	24,126	3,784	330	2,374	496	1,369	5,744	3,022
Transportation:										
Staff	206,686	2,983	203,311	37,771	136	22,048	12,151	498	26,866	76,391
Clients	6,898	–	6,898	–	–	47	–	3	42	–
Insurance:										
Malpractice and bonding	63,965	5,849	56,808	10,061	806	4,318	1,318	3,656	15,309	8,034
Vehicles	15,885	1,507	14,378	2,546	213	1,093	334	923	3,867	2,034
Comprehensive property/liability	123,987	11,367	108,420	19,202	1,491	8,241	2,516	6,988	29,254	15,332
Membership dues	44,628	5,412	34,416	5,146	449	2,209	674	1,862	7,802	4,110
Interest expense	256,944	–	–	–	–	–	–	–	–	–
Other expenditures	198,242	21,861	84,088	27,697	969	11,883	3,628	10,351	43,142	23,134
Total expenditures	34,716,979	3,368,217	29,970,659	4,885,860	256,616	2,444,022	555,013	1,445,620	7,879,982	3,808,348
Administration allocation	–	(3,368,217)	3,368,217	550,681	32,540	283,309	59,754	166,932	879,795	434,087
Total expenses	$34,716,979	$ –	$33,338,876	$5,436,541	$ 289,156	$2,727,331	$ 614,767	$1,612,552	$8,759,777	$4,242,435

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	Center							Amoskeag		Foundation
	Crisis Unit	Com-munity Residence	Suppor-tive Living	Other Mental Health	Other Non-BBH	Operating Property	Rental Property	Admin-istration	Program Related	Admin-istration
Personnel costs:										
Salary and wages	$3,309,408	$ 297,582	$ 583,486	$ 49,033	$1,169,284	$ –	$ –	$ 18,840	$ 17,155	$ –
Employee benefits	643,864	74,230	153,699	10,888	234,669	–	–	7,859	–	–
Payroll taxes	253,036	22,812	43,872	3,750	89,043	–	–	2,754	–	–
	4,206,308	394,624	781,057	63,671	1,492,996	–	–	29,453	17,155	–
Professional fees:										
Client evaluation/services	85,329	–	–	59	15,186	–	–	–	–	–
Audit fees	7,020	594	1,836	216	1,782	–	–	5,765	–	–
Legal fees	1,299	110	340	67	329	113	87	–	–	–
Other professional fees/consultants	8,054	668	2,127	2,299	4,424	22,418	17,182	–	–	–
Staff development and training:										
Journals and publications	1,300	88	844	32	1,348	–	–	–	–	–
Conferences/conventions	9,091	435	2,793	387	13,944	–	–	–	–	–
Other staff development	29,457	5,106	3,393	23	22,534	–	–	–	–	–
Occupancy costs:										
Rent	–	–	–	–	–	–	–	–	–	–
Heating costs	–	–	7,932	–	–	–	–	–	5,362	–
Other utilities	76,339	–	43,514	497	5,251	91,435	70,081	–	10,269	–
Maintenance and repairs	175,929	137	84,875	1,168	11,542	141,964	108,810	–	38,745	–
Other occupancy costs	32,640	–	5,299	–	(1,797)	100,478	77,012	–	4,793	–
Consumable supplies:										
Office	20,266	132	2,032	1,885	69,176	–	–	1,275	–	–
Building/household	39,189	12	5,600	67	1,099	–	–	–	8,977	–
Educational/training	162,077	219	5,410	233	171,743	–	–	–	–	–
Food	67,405	2	5,423	–	396	–	–	–	27,611	–
Medical	54,678	(2)	(6)	(1)	902	–	–	–	–	–
Other consumable supplies	78,318	6,206	19,478	2,257	23,135	–	–	–	–	–
Depreciation - equipment	36,500	3,608	11,893	1,022	5,466	–	–	–	–	–
Depreciation - building	65,409	–	29,730	6,344	137	122,496	93,889	–	22,746	–
Equipment maintenance	2,139	146	1,626	58	2,969	–	–	–	–	–
Advertising	8,030	660	2,042	240	7,861	28	22	–	–	–
Printing	4,966	138	425	56	4,390	–	–	–	–	–
Telephone/communication	60,951	7,629	19,664	736	9,755	–	–	–	–	–
Postage and shipping	4,921	260	803	94	929	–	–	–	–	–
Transportation:										
Staff	6,887	1,922	3,234	91	15,316	–	–	–	392	–
Clients	2,131	–	4,675	–	–	–	–	–	–	–
Insurance:										
Malpractice and bonding	8,159	690	2,134	251	2,072	–	–	–	1,308	–
Vehicles	2,065	175	540	64	524	–	–	–	–	–
Comprehensive property/liability	15,573	1,318	4,073	479	3,953	–	–	–	4,200	–
Membership dues	4,324	353	1,130	4,298	2,059	–	–	–	–	4,800
Interest expense	–	–	–	–	–	253,414	–	–	3,530	–
Other expenditures	22,548	1,922	5,876	691	(67,753)	–	–	–	72,844	19,449
Total expenditures	5,299,302	427,152	1,059,792	87,284	1,821,668	732,346	367,083	36,493	217,932	24,249
Administration allocation	586,940	50,543	129,618	9,467	184,551	–	–	–	–	–
Total program expenses	$5,886,242	$ 477,695	$1,189,410	$ 96,751	$2,006,219	$ 732,346	$ 367,083	$ 36,493	$ 217,932	$ 24,249

See accompanying notes.

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS

Years Ended June 30, 2020 and 2019

	2020	2019
Cash flows from operating activities:		
Change in net assets	$ 1,150,494	$ 468,313
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities:		
Depreciation and amortization	700,371	670,673
Amortization of debt issuance costs	10,461	10,461
Restricted contributions	(4,475)	(6,418)
Net realized and unrealized gains on investments	(49,761)	(123,950)
Change in operating assets and liabilities:		
Patient accounts receivable	(307,550)	(427,944)
Other accounts receivable	(1,811,125)	(127,566)
Prepaid expenses	(61,700)	(100,706)
Accounts payable	(190,884)	187,691
Accrued payroll, vacation and other accruals	195,935	489,304
Deferred revenue	416,969	111,302
Accrual for estimated third-party payor settlements	(99,218)	99,218
Amounts held for patients and other deposits	1,522	2,031
Postretirement benefit obligation	2,321	(2,553)
Extended illness leave	23,744	45,376
Net cash (used) provided by operating activities	(22,896)	1,295,232
Cash flows from investing activities:		
Purchases of property and equipment	(1,111,420)	(531,943)
Change in assets whose use is limited or restricted	(22,103)	(79,803)
Proceeds from sale of investments	1,677,303	1,191,284
Purchases of investments	(1,681,702)	(1,603,190)
Net cash used by investing activities	(1,137,922)	(1,023,652)
Cash flows from financing activities:		
Restricted contributions	4,475	6,418
Proceeds from issuance of long-term debt	4,390,000	–
Payments on long-term debt	(164,869)	(215,438)
Net cash provided (used) by financing activities	4,229,606	(209,020)
Net change in cash, restricted cash and cash equivalents	3,068,788	62,560
Cash, cash equivalents and restricted cash at beginning of year	6,549,983	6,487,423
Cash, cash equivalents and restricted cash at end of year	$ 9,618,771	$ 6,549,983
Supplemental disclosures:		
Interest paid	$ 198,142	$ 236,122

See accompanying notes.

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1. Summary of Significant Accounting Policies

Nature of Operations

The Mental Health Center of Greater Manchester, Inc. (the Center) is a not-for-profit corporation organized under New Hampshire law to provide services in the areas of mental health, and related nonmental health programs. The Center is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. Amoskeag Residences, Inc. (Amoskeag), a not-for-profit corporation formed through the Center, was organized to acquire real property in Manchester, New Hampshire and to operate thereon a project group home under a Section 202 direct loan of the National Housing Act. The project is regulated by the United States Department of Housing and Urban Development (HUD), and serves on average 12 chronically mentally ill individuals in New Hampshire. Amoskeag received funding under Section 8 of the National Housing Act and is subject to a housing assistance payments agreement.

In July 1990, the Center was reorganized and Manchester Mental Health Foundation, Inc. (the Foundation) became the sole corporate member of the Center. The Foundation is also a 501(c)(3). The Foundation's purpose is to raise and invest funds for the benefit of the Center. The Foundation has two additional affiliates, MMH Realty Corporation (Realty) and Manchester Mental Health Ventures Corporation (Ventures), both of which are currently inactive.

In July 2017, the Center acquired commercial real estate in Manchester, New Hampshire that it previously leased a portion of. As of June 30, 2020, the Center occupies approximately 43,000 square feet of the approximately 65,000 square feet in the building (the Center occupied 37,000 square feet as of June 30, 2019). The remaining square footage is leased to unrelated third parties and the entire building is managed by an unrelated management company engaged by the Center.

Basis of Presentation and Principles of Consolidation

The consolidated financial statements (the financial statements) include the accounts of the Foundation, 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 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.

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1. **Summary of Significant Accounting Policies (Continued)**

Income Taxes

The Organization consists of not-for-profit entities as described in Section 501(c)(3) of the Internal Revenue Code, and is exempt from federal income taxes on related income pursuant to Section 501(a) of the Code. The Organization believes that it has appropriate support for the income tax positions taken and to be taken, and that its accruals for tax liabilities are adequate for all open tax years based on an assessment of many factors including experience and interpretations of tax laws applied to the facts of each matter. Management evaluated the Organization's tax positions and concluded the Organization has maintained its tax-exempt status, does not have any significant unrelated business income, has taken no significant uncertain tax positions that require disclosure in the accompanying financial statements and has no material liability for unrecognized tax benefits.

Cash and Cash Equivalents

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

Restricted cash consists of cash received by the Organization for insurance settlement payments, 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 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.

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 statement of cash flows.

The following table provides a reconciliation of cash and cash equivalents and restricted cash reported within the statements of financial position at that sum to the total of the same such amounts shown in the statements of cash flows:

	2020	2019
Cash and cash equivalents	$9,525,985	$6,062,465
Restricted cash	92,786	487,518
Total cash, cash equivalents and restricted cash	$9,618,771	$6,549,983

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1. **Summary of Significant Accounting Policies (Continued)**

Patient Accounts Receivable

For patient accounts receivable resulting from revenue recognized prior to July 1, 2019, an allowance for doubtful accounts was established to reduce the carrying value of such receivables to their estimated net realizable value. Generally, this allowance was estimated based on the aging of accounts receivable, historical collection experience and other factors. Under the provisions of FASB ASU No. 2014-09, *Revenue from Contracts with Customers (*ASU 2014-09*)*, which the Organization adopted effective July 1, 2019 using the full retrospective method, when an unconditional right to payment exists, subject only to the passage of time, the right is treated as a 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. For accounts receivable subsequent to the adoption of ASU No. 2014-09 on July 1, 2019, 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

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.

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1. **Summary of Significant Accounting Policies (Continued)**

Debt Issuance Costs

Costs associated with the issuance of long-term debt are initially capitalized and amortized to interest expense over the respective life of the related obligation. The unamortized portion of debt issuance costs is presented as a component of long-term debt.

Vacation Pay and Fringe Benefits

Vacation pay is accrued and charged to the programs when earned by the employee. Fringe benefits are allocated to the appropriate program expense based on the percentage of actual time spent on the programs.

Program Service Fees

Prior to the adoption of ASU 2014-09 by the Organization on July 1, 2019, the Organization recognized program service fee revenue as services were rendered and reported revenue at the estimated net realizable amounts from patients, third-party payors and others for services rendered. On the basis of historical experience, a portion of the Organization's uninsured patients were unable or unwilling to pay for services provided. Thus, the Organization recorded a provision for bad debts related to uninsured patients in the period the services were provided. The Organization adopted the new standard effective July 1, 2019, using the full retrospective method and updated its accounting policies related to revenues, as discussed below. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption.

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.

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1. **Summary of Significant Accounting Policies (Continued)**

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.

Rental Income

Rental income from operating leases leased by third parties is recognized over time on a straight-line basis in nonoperating income 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.

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1. **Summary of Significant Accounting Policies (Continued)**

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 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.

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 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 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 (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.

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1. **Summary of Significant Accounting Policies (Continued)**

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. No amounts were appropriated for expenditure during the year ended June 30, 2020.

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 $670,556 and $554,303 for the years ended June 30, 2020 and 2019, 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 $37,999 and $39,744 during the years ended June 30, 2020 and 2019, respectively. The Center expects to make employer contributions totaling $141,200 for the fiscal year ending June 30, 2021. 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:

	2020	2019
Statement of financial position liability at beginning of year	$(460,541)	$(415,165)
Net actuarial loss arising during the year	(1,270)	(18,927)
Increase from current year service and interest cost	(48,172)	(47,474)
Contribution made during the year	25,698	21,025
Statement of financial position liability at end of year	$(484,285)	$(460,541)

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1. **Summary of Significant Accounting Policies (Continued)**

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 $4,388 and $5,915 during the years ended June 30, 2020 and 2019, respectively. The Center expects to make employer contributions totaling $11,300 for the fiscal year ending June 30, 2021.

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:

	2020	2019
Statement of financial position liability at beginning of year	$ (68,672)	$ (71,225)
Net actuarial loss arising during the year	(12,907)	(7,315)
Increase from current year service and interest cost	(2,333)	(2,740)
Contributions made during the year	12,919	12,608
Statement of financial position liability at end of year	$ (70,993)	$ (68,672)

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 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.

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1. **Summary of Significant Accounting Policies (Continued)**

Recent Accounting Pronouncements

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. The ASU supersedes the revenue recognition requirements in Topic 605 (Revenue Recognition) and most industry-specific guidance throughout the Industry Topics of Codification. The core principal of ASU 2014-09 is that an entity should recognize revenue to depict the transfer of promised goods or services to customers in an amount that reflects the consideration to which the entity expects to be entitled in exchange for those goods or services. The Organization adopted the new standard effective July 1, 2019, using the full retrospective method. The adoption of the new standard did not have an impact on the recognition of revenues for any periods prior to adoption. The most significant impact of adopting the new standard is the presentation of the statements of activities, where "program service fees" is presented net of estimated implicit price concession revenue deductions. The related presentation of "allowances for doubtful accounts" has also been eliminated from the consolidated statements of financial position as a result of the adoption of the new standard.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (ASU 2018-08). Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 has been applied retrospectively to all periods presented and did not have a material impact on the financial statements.

In January 2016, the FASB issued ASU No. 2016-01, *Financial Instruments – Overall (Subtopic 825-10): Recognition and Measurement of Financial Assets and Financial Liabilities* (ASU 2016-01). The amendments in ASU 2016-01 address certain aspects of recognition, measurement, presentation and disclosure of financial instruments. ASU 2016-01 is effective for the Organization for the year ended June 30, 2020, with early adoption permitted. The Organization adopted ASU No. 2016-01 during the fiscal year ended June 30, 2020 and the adoption had no impact on the financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)* (ASU 2016-02). Under ASU 2016-02, at the commencement of a long-term lease, lessees will recognize a liability equivalent to the discounted payments due under the lease agreement, as well as an offsetting right-of-use asset. ASU 2016-02 is effective for the Organization on July 1, 2022. Lessees (for capital and operating leases) must apply a modified retrospective transition approach for leases existing at, or entered into after, the beginning of the earliest comparative period presented in the financial statements. The modified retrospective approach would not require any transition accounting for leases that expired before the earliest comparative period presented. Lessees may not apply a full retrospective transition approach. The Organization is currently evaluating the impact of the pending adoption of ASU 2016-02 on the Organization's financial statements.

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1. **Summary of Significant Accounting Policies (Continued)**

In September 2020, the FASB Issued ASU No. 2020-07, *Not-for-Profit Entities (Topic 958): Presentation and Disclosures by Not-for-Profit Entities for Contributed Nonfinancial Assets.* ASU 2020-07 enhances the presentation of disclosure requirements for contributed nonfinancial assets. ASU 2020-07 requires organizations to present contributed nonfinancial assets as a separate line item in the statement of activities and disclose the amount of contributed nonfinancial assets recognized within the statement of activities by category that depicts the type of contributed nonfinancial assets, as well as a description of any donor-imposed restrictions associated with the contributed nonfinancial assets and the valuation techniques used to arrive at a fair value measure at initial recognition. ASU 2020-07 is effective for the Organization for transactions in which they serve as the resource recipient beginning July 1, 2021, with early adoption permitted. The Organization is currently evaluating the impact of the pending adoption of ASU 2020-07 on its financial statements.

Risks and Uncertainties

On March 11, 2020, the World Health Organization declared the outbreak of coronavirus (COVID-19) a pandemic. The COVID-19 outbreak could negatively impact, for some period of time, the overall economy as well as certain business segments. Investment markets have experienced increased volatility which may negatively affect the carrying value of the Organization's investments. In addition, COVID-19 could adversely affect the Organization's financial condition and results of operations due to the inability to provide in-person services. At the date of these financial statements, management is unable to quantify the potential effects of this pandemic on future operations.

The Organization believes the extent of the COVID-19 pandemic's adverse impact on operating results and financial condition has been and will continue to be driven by many factors, most of which are beyond control and ability to forecast. Such factors include, but are not limited to, the scope and duration of stay-at-home practices and business closures and restrictions, declines in patient volumes for an indeterminable length of time, increases in the number of uninsured and underinsured patients as a result of higher sustained rates of unemployment, incremental expenses required for supplies and personal protective equipment, and changes in professional and general liability exposure. Because of these and other uncertainties, the Organization cannot estimate the length or severity of the impact of the pandemic on its operations. Decreases in cash flows and results of operations may have an impact on the inputs and assumptions used in significant accounting estimates, including estimated implicit price concessions related to uninsured patient accounts, and professional and general liability reserves.

During the fourth quarter of fiscal 2020, the Organization received $428,451 from the $50 billion general distribution fund from the CARES Act Provider Relief Fund. These distributions from the Provider Relief Fund are not subject to repayment, provided the Organization is able to attest to and comply with the terms and conditions of the funding, including demonstrating that the distributions received have been used for healthcare-related expenses or lost revenue attributable to COVID-19. Such payments are accounted for as government grants, and are recognized on a systematic and rational basis as other income once there is reasonable assurance that the applicable terms and conditions required to retain the funds will be met. Based on an analysis of the compliance and reporting requirements of the Provider Relief Fund and the impact of the pandemic on operating results through June 30, 2020, the Organization has recorded the full amount of the Provider Relief Funds received within deferred revenue on the accompanying statements of financial position.

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1. Summary of Significant Accounting Policies (Continued)

During the fourth quarter of fiscal year 2020, the Organization successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

Reclassifications

Certain 2019 amounts have been reclassified to permit comparison with the 2020 financial statements presentation format.

Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the financial statements. Management has evaluated subsequent events through November 24, 2020 which is the date the 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.

Approximately 75% and 74% of program service fee revenue is from participation in the state and managed care organization sponsored Medicaid programs for the years ended June 30, 2020 and 2019, 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:

	2020	2019
Due from clients	$ 409,900	$ 372,523
Managed Medicaid	226,603	293,860
Medicaid receivable	506,570	405,094
Medicare receivable	184,591	71,465
Other insurance	693,943	571,115
	$2,021,607	$1,714,057

3. Patient Accounts and Other Receivables (Continued)

Other accounts receivable consists of the following at June 30:

	2020	2019
State and federal grants receivable	$1,304,371	$389,205
Amounts due from third-party payors	886,895	–
Amounts due from other not-for-profit organizations	224,761	215,697
	$2,416,027	$604,902

4. Investments and Assets Whose Use is Limited or Restricted

Investments and assets whose use is limited or restricted are presented in the financial statements at market value as follows at June 30:

	2020	2019
Cash and cash equivalents	$ 248,308	$ 58,183
Certificate of deposit	250,000	250,000
Fixed income securities	597,985	633,230
Common stock and mutual funds	3,475,737	3,554,354
	$4,572,030	$4,495,767

Investments

Investments, stated at fair value, are comprised of the following at June 30:

	2020	2019
Cash and cash equivalents	$ 222,938	$ 52,434
Certificate of deposit	250,000	250,000
Fixed income securities	536,887	570,665
Common stock and mutual funds	3,120,610	3,203,176
	$4,130,435	$4,076,275

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4. Investments and Assets Whose Use is Limited or Restricted (Continued)

Assets Whose Use is Limited or Restricted

The composition of assets whose use is limited or restricted, stated at fair value, is comprised of the following at June 30:

	2020	2019
Donor restricted:		
Cash and cash equivalents	$ 25,370	$ 5,749
Fixed income securities	61,098	62,565
Common stock and mutual funds	355,127	351,178
	$441,595	$419,492

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:

	2020	2019
Interest and dividend income:		
Without donor restrictions	$117,408	$114,518
With donor restrictions	14,519	12,378
Investment fees:		
Without donor restrictions	(19,149)	(19,105)
With donor restrictions	(2,368)	(2,065)
Net realized gains:		
Without donor restrictions	83,530	26,182
With donor restrictions	10,330	2,830
Net unrealized (losses) gains:		
Without donor restrictions	(39,246)	85,677
With donor restrictions	(4,853)	9,261
	$160,171	$229,676

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.

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5. Fair Value Measurements (Continued)

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, 2020 or 2019.

The following is a description of the valuation methodologies used:

Certificate 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.

5. Fair Value Measurements (Continued)

Mutual funds

Mutual funds are valued based on the closing net asset value 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.

Common Stock

Common stock is valued at the closing price 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.

The following table presents by level, within the fair value hierarchy, the Foundation investment assets at fair value, as of June 30, 2020 and 2019. 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
2020				
Cash and cash equivalents	$ 248,308	$ –	$ –	$ 248,308
Certificate of deposit	250,000	–	–	250,000
Fixed income:				
Corporate bonds	597,985	–	–	597,985
Mutual funds:				
Bank loans	73,294	–	–	73,294
Emerging markets bond	18,149	–	–	18,149
Intermediate/long-term high quality U.S.	237,761	–	–	237,761
Large cap foreign equity	485,055	–	–	485,055
Large cap U.S. blend equity	1,136,270	–	–	1,136,270
Large cap U.S. growth equity	296,958	–	–	296,958
Large cap U.S. value equity	269,324	–	–	269,324
Sector	376,420	–	–	376,420
Short-term bond	111,087	–	–	111,087
Small cap foreign/emerging market equity	153,129	–	–	153,129
Strategic income	245,111	–	–	245,111
Tactical	73,179	–	–	73,179
	$4,572,030	$ –	$ –	$4,572,030

5. Fair Value Measurements (Continued)

Description	Level 1	Level 2	Level 3	Total
2019				
Cash and cash equivalents	$ 58,183	$ –	$ –	$ 58,183
Certificate of deposit	250,000	–	–	250,000
Common stock:				
Large cap value	10,307	–	–	10,307
Fixed income:				
Corporate bonds	633,230	–	–	633,230
Mutual funds:				
Bank loans	123,986	–	–	123,986
Emerging markets bond	70,234	–	–	70,234
Foreign large cap equity	480,412	–	–	480,412
Intermediate term bond	113,025	–	–	113,025
Large cap blended equity	1,858,273	–	–	1,858,273
Mortgage backed security	156,593	–	–	156,593
Sector	302,823	–	–	302,823
Short-term bond	66,667	–	–	66,667
Small cap foreign/emerging market equity	168,556	–	–	168,556
Strategic income	132,713	–	–	132,713
Tactical	70,765	–	–	70,765
	$4,495,767	$ –	$ –	$4,495,767

6. Property and Equipment

Property and equipment consisted of the following at June 30:

	2020	2019
Operating properties:		
Land	$ 1,902,002	$ 1,835,152
Buildings and improvements	14,105,361	12,658,142
Furniture and equipment	2,795,166	2,490,922
	18,802,529	16,984,216
Less accumulated depreciation	(7,300,447)	(6,646,311)
	11,502,082	10,337,905
Commercial rental properties:		
Land	249,026	315,876
Buildings and improvements	3,234,478	3,874,524
	3,483,504	4,190,400
Less accumulated depreciation	(225,175)	(178,943)
	3,258,329	4,011,457
	$14,760,411	$14,349,362

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6. Property and Equipment (Continued)

Depreciation expense for the year ended June 30, 2020 was $700,371 of which $616,268 is reflected in operations and $84,103 is reflected in nonoperating activity related to rental properties. Depreciation expense for the year ended June 30, 2019 was $670,673 of which $576,784 is reflected in operations and $93,889 is reflected in nonoperating activity related to rental properties.

7. Deferred Revenue

Deferred revenue consisted of the following at June 30:

	2020	2019
CARES Act Provider Relief Funds	$428,451	$ –
Cenpatico cap adjustment	80,237	80,237
Granite State UW BMBF Youth grant	8,671	25,000
Miscellaneous deferred revenue	26,863	24,496
Pearl Manor Seniors Initiative Grant	18,358	27,728
People With Disabilities First Aid Grant	11,850	–
	$574,430	$157,461

8. Line of Credit

As of June 30, 2020 and 2019, 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, 2020 and 2019. The line is secured by all business assets of the Center and was not utilized as of June 30, 2020. These funds are available with interest charged at TD Bank, N.A. base rate (3.25% as of June 30, 2020). The line of credit is due on demand and is set to expire on February 28, 2021.

9. Long-Term Debt

On April 20, 2020, the Organization received loan proceeds in the amount of $4,390,000 through the Paycheck Protection Program (PPP) established by the *Coronavirus Aid, Relief, and Economic Security Act* (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 after eight weeks as long as the borrower used the loan proceeds for eligible purposes, including payroll, benefits, rent, and utilities, and maintains its payroll levels. The amount of loan forgiveness would be reduced if the borrower terminated employees or reduced salaries during the eight-week period. Certain modifications to PPP loan terms were signed into law in June 2020 that changed the forgiveness, covered period and forgiveness periods.

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9. Long-Term Debt (Continued)

The unforgiven portion of the PPP loan bears interest at 1%, with a deferral of payments for the first six months. In October 2020, the deferral period was extended to ten months. The loan may be prepaid at any time without penalty and has a maturity date in April 2022. The Organization intends to use the proceeds for purposes consistent with the PPP. While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, as of the date of issuance of these financial statements, there is no assurance that the Organization will not take actions that could cause the Organization to be ineligible for forgiveness of the loan, in whole or in part. The Organization has accounted for the PPP loan in accordance with FASB ASC Topic 470, *Debt*.

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

	2020	2019
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 $17,016, plus interest at a 4.4% interest rate per annum. Secured by specific real estate	1,392,708	1,545,852
Note payable to a bank, due July 2020, monthly principal and interest payments of $1,231 at a 3.27% interest rate. Secured by specific real estate	68,535	80,260
PPP loan	4,390,000	–
	11,611,243	7,386,112
Less current portion	(2,169,961)	(230,290)
Less unamortized debt issuance costs	(74,098)	(84,559)
	$ 9,367,184	$7,071,263

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, 2020, 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:	
2021	$ 2,169,961
2022	2,657,739
2023	201,834
2024	235,866
2025	214,096
Thereafter	6,131,747
	$11,611,243

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9. Long-Term Debt (Continued)

Interest expense for the years ending June 30, 2020 and 2019 was $274,867 and $256,944, respectively. In accordance with ASU 2015-03, the amortization of debt issuance costs of $10,461 is reflected in interest expense at June 30, 2020 and 2019. The remaining balance of $264,406 and $246,483, respectively, is interest related to the above debt for the years ended June 30, 2020 and 2019, respectively.

10. Lease Obligations

The Center leases certain facilities and equipment under operating leases which expire at various dates. Aggregate future minimum payments under noncancelable operating leases with terms of one year or more as of June 30, 2020 are as follows:

2021	$ 88,623
2022	54,103
2023	14,973
2024	1,673
2025	1,255
	$160,627

Rent expense incurred by the Center was $103,898 and $92,697 for the years ended June 30, 2020 and 2019, respectively.

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, 2020 are as follows:

2021	$ 355,663
2022	285,217
2023	215,792
2024	214,225
2025	112,185
Thereafter	59,606
	$1,242,688

Rental revenue related to these noncancelable operating leases was $401,003 and $403,191 for the years ended June 30, 2020 and 2019, respectively.

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12. Concentrations of Credit Risk

The Foundation holds investments with LPL Financial totaling $4,322,030 and $4,245,767 as of June 30, 2020 and 2019, respectively. Of this amount $3,822,030 and $3,745,767, respectively, is in excess of SIPC coverage of $500,000 and is uninsured at June 30, 2020 and 2019, respectively.

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:

	2020	2019
Due from clients	41%	44%
Managed Medicaid	12	13
Medicaid receivable	15	13
Medicare receivable	8	3
Other insurance	24	27
	100%	100%

13. Net Assets With Donor Restrictions

Net assets with donor restrictions are available for the following purposes at June 30:

	2020	2019
Purpose restriction:		
Educational scholarships and program related activities	$209,298	$187,195
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
	$441,595	$419,492

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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, 2020:

Financial assets at year end:	
Cash and cash equivalents	$ 9,525,985
Patient accounts receivable	2,021,607
Other accounts receivable	2,416,027
Investments	4,130,435
Financial assets available to meet general expenditures within one year	$18,094,054

The Foundation receives contributions restricted by donors, and considers contributions restricted for programs which are ongoing, major and central to its annual operations to be available to meet cash needs for general expenditures.

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Supplementary Information

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2020

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$ 9,174,331	$ 34,587	$117,067	$ 200,000	$ 9,525,985
Restricted cash	4,322	–	88,464	–	92,786
Patient accounts receivable	2,021,607	–	–	–	2,021,607
Other accounts receivable	2,414,414	199,900	1,713	(200,000)	2,416,027
Due from affiliate	161,908	–	–	(161,908)	–
Investments – short-term	250,000	–	–	–	250,000
Prepaid expenses	556,789	–	691	–	557,480
Total current assets	14,583,371	234,487	207,935	(161,908)	14,863,885
Investments – long-term	–	3,880,435	–	–	3,880,435
Assets whose use is limited or restricted	–	441,595	–	–	441,595
Property and equipment, net of accumulated depreciation	14,609,960	–	150,451	–	14,760,411
Total assets	$29,193,331	$4,556,517	$358,386	$(161,908)	$33,946,326

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 183,858	$ –	$ 2,586	$ –	$ 186,444
Accrued payroll, vacation and other accruals	3,935,578	711	–	–	3,936,289
Deferred revenue	574,430	–	–	–	574,430
Due to affiliate	–	128,400	33,508	(161,908)	–
Current portion of long-term debt	2,155,303	–	14,658	–	2,169,961
Amounts held for patients and other deposits	20,187	–	2,615	–	22,802
Total current liabilities	6,869,356	129,111	53,367	(161,908)	6,889,926
Extended illness leave, long term	484,285	–	–	–	484,285
Post-retirement benefit obligation	70,993	–	–	–	70,993
Long-term debt, less current maturities and unamortized debt issuance costs	9,313,307	–	53,877	–	9,367,184
Total liabilities	16,737,941	129,111	107,244	(161,908)	16,812,388
Net assets:					
Without donor restrictions	12,455,390	3,985,811	251,142	–	16,692,343
With donor restrictions	–	441,595	–	–	441,595
Total net assets	12,455,390	4,427,406	251,142	–	17,133,938
Total liabilities and net assets	$29,193,331	$4,556,517	$358,386	$(161,908)	$33,946,326

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2020

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$25,722,254	$ –	$ –	$ –	$25,722,254
Program rental income	138,572	–	–	221,172	359,744
Fees and grants from government agencies	6,253,650	–	–	–	6,253,650
Interest income	48,164	–	–	–	48,164
Other income	7,228,007	–	–	42	7,228,049
Total revenues and other support	39,390,647	–	–	221,214	39,611,861
Operating expenses:					
Program services:					
Children and adolescents	5,488,616	–	–	–	5,488,616
Emergency services	2,866,477	–	–	–	2,866,477
Vocational services	659,686	–	–	–	659,686
Noneligibles	1,738,729	–	–	–	1,738,729
Multiservice team	9,843,326	–	–	–	9,843,326
ACT team	4,194,118	–	–	–	4,194,118
Crisis unit	5,791,325	–	–	–	5,791,325
Community residences and support living	1,534,011	–	–	–	1,534,011
HUD residences	–	–	–	153,781	153,781
Housing bridge program	423,615	–	–	–	423,615
Other	1,862,359	–	–	–	1,862,359
Total program services	34,402,262	–	–	153,781	34,556,043
Support services:					
Management and general	3,503,470	–	–	29,453	3,532,923
Operating property	574,967	–	–	–	574,967
Interest expense	271,826	–	–	3,041	274,867
Total operating expenses	38,752,525	–	–	186,275	38,938,800
Income from operations	638,122	–	–	34,939	673,061

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2020

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Income from operations	$ 638,122	$ –	$ –	$ 34,939	$ 673,061
Nonoperating revenue (expenses):					
Rental income	401,003	–	–	–	401,003
Rental property expense	(298,934)	–	–	–	(298,934)
Contributions	218,666	591	4,475	–	223,732
Net investment return	–	142,543	17,628	–	160,171
Dues	–	(5,040)	–	–	(5,040)
Miscellaneous expenses	–	(3,499)	–	–	(3,499)
Nonoperating revenue, net	320,735	134,595	22,103	–	477,433
Excess (deficiency) of revenues over expenses	958,857	134,595	22,103	34,939	1,150,494
Net transfer (to) from affiliate	(200,000)	200,000	–	–	–
Increase in net assets	758,857	334,595	22,103	34,939	1,150,494
Net assets at beginning of year	11,696,533	3,651,216	419,492	216,203	15,983,444
Net assets at end of year	$12,455,390	$3,985,811	$441,595	$251,142	$17,133,938

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2020

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2020	$252,073	$3,041,764	$(2,529,883)	$763,954

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 25, 2019	$ 251,192
July 30, 2019	230
August 16, 2019	885
October 18, 2019	503,259
November 15, 2019	251,187
December 26, 2019	251,187
January 21, 2020	252,072
February 26, 2020	251,187
March 25, 2020	265,187
May 4, 2020	251,187
May 21, 2020	1,123
June 4, 2020	251,187
	$2,529,883

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2020

	Total Agency	Mental Health					
		Administration	Total Center Programs	Child and Adolescents	Emergency Services	Vocational Services	Non-Eligibles	Multi-Service Team
Program service fees:								
Net client fees	$ 181,631	$ –	$ 181,631	$ 11,792	$ 36,671	$ (4,636)	$ (35,149)	$ (60,284)
HMO's	1,799,918	–	1,799,918	422,945	185,587	–	421,226	472,449
Blue Cross/Blue Shield	2,493,363	–	2,493,363	389,203	337,243	–	441,019	670,946
Medicaid	19,226,816	–	19,226,816	6,571,219	540,874	301,183	258,187	6,600,411
Medicare	1,186,322	–	1,186,322	1,273	12,793	91	183,193	868,594
Other insurance	825,053	–	825,053	115,280	65,947	19,706	148,414	269,441
Other program fees	9,151	–	9,151	123	3,411	–	1,299	1,102
	25,722,254	–	25,722,254	7,511,835	1,182,526	316,344	1,418,189	8,822,659
Local and county government:								
Division for Children, youth and families	3,245	–	3,245	3,245	–	–	–	–
Federal funding path	43,731	–	43,731	–	43,731	–	–	–
Rental income	359,744	–	138,572	–	–	–	–	–
Interest income	48,164	–	48,164	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	1,649,540	–	1,649,540	1,353	440,884	–	–	–
Other	1,345,248	–	1,345,248	–	–	–	–	–
Other revenues	10,439,935	–	10,439,893	2,008,696	1,159,197	182,867	111,805	2,045,589
	13,889,607	–	13,668,393	2,013,294	1,643,812	182,867	111,805	2,045,589
Total program revenues	$39,611,861	$ –	$39,390,647	$ 9,525,129	$ 2,826,338	$ 499,211	$ 1,529,994	$10,868,248

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	Center							
	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Housing Bridge	Amoskeag
Program service fees:								
Net client fees	$ 93,052	$ 25,405	$ 26,000	$ 21,000	$ –	$ 67,780	$ –	$ –
HMO's	13,293	284,418	–	–	–	–	–	–
Blue Cross/Blue Shield	37,068	617,884	–	–	–	–	–	–
Medicaid	2,316,186	1,592,395	557,284	462,903	2,128	24,046	–	–
Medicare	114,186	6,036	156	–	–	–	–	–
Other insurance	92,343	107,995	–	4,012	–	1,915	–	–
Other program fees	125	3,052	–	39	–	–	–	–
	2,666,253	2,637,185	583,440	487,954	2,128	93,741	–	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Federal funding path	–	–	–	–	–	–	–	–
Rental income	–	992	–	132,108	–	5,472	–	221,172
Interest income	–	–	–	–	–	48,164	–	–
BBH:								
Bureau of Behavioral Health	475,000	675,000	–	–	57,303	–	–	–
Other	–	1,345,248	–	–	–	–	–	–
Other revenues	1,095,204	1,120,490	43,374	314,687	11,096	1,855,619	491,269	42
	1,570,204	3,141,730	43,374	446,795	68,399	1,909,255	491,269	221,214
Total program revenues	$ 4,236,457	$ 5,778,915	$ 626,814	$ 934,749	$ 70,527	$ 2,002,996	$ 491,269	$ 221,214

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF FINANCIAL POSITION

June 30, 2019

ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current assets:					
Cash and cash equivalents	$ 5,906,396	$ 29,418	$126,651	$ –	$ 6,062,465
Restricted cash	454,345	–	33,173	–	487,518
Patient accounts receivable	1,714,057	–	–	–	1,714,057
Other accounts receivable	607,381	–	(2,479)	–	604,902
Due from affiliate	210,400	–	–	(210,400)	–
Investments – short-term	250,000	–	–	–	250,000
Prepaid expenses	495,089	–	691	–	495,780
Total current assets	9,637,668	29,418	158,036	(210,400)	9,614,722
Investments – long-term	–	3,826,275	–	–	3,826,275
Assets whose use is limited or restricted	–	419,492	–	–	419,492
Property and equipment, net of accumulated depreciation	14,199,392	–	149,970	–	14,349,362
Total assets	$23,837,060	$4,275,185	$308,006	$(210,400)	$28,209,851

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LIABILITIES AND NET ASSETS

	Center	Foundation	Amoskeag	Elimi-nations	Total
Current liabilities:					
Accounts payable	$ 375,033	$ –	$ 2,295	$ –	$ 377,328
Accrued payroll, vacation and other accruals	3,739,644	710	–	–	3,740,354
Deferred revenue	157,461	–	–	–	157,461
Accrual for estimated third-party payor settlements	99,218	–	–	–	99,218
Due to affiliate	–	203,767	6,633	(210,400)	–
Current portion of long-term debt	218,525	–	11,765	–	230,290
Amounts held for patients and other deposits	18,665	–	2,615	–	21,280
Total current liabilities	4,608,546	204,477	23,308	(210,400)	4,625,931
Extended illness leave, long term	460,541	–	–	–	460,541
Post-retirement benefit obligation	68,672	–	–	–	68,672
Long-term debt, less current maturities and unamortized debt issuance costs	7,002,768	–	68,495	–	7,071,263
Total liabilities	12,140,527	204,477	91,803	(210,400)	12,226,407
Net assets:					
Without donor restrictions	11,696,533	3,651,216	216,203	–	15,563,952
With donor restrictions	–	419,492	–	–	419,492
Total net assets	11,696,533	4,070,708	216,203	–	15,983,444
Total liabilities and net assets	$23,837,060	$4,275,185	$308,006	$(210,400)	$28,209,851

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS

Year Ended June 30, 2019

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Revenues and other support:					
Program service fees	$22,440,002	$ –	$ –	$ –	$22,440,002
Program rental income	131,429	–	–	203,638	335,067
Fees and grants from government agencies	4,644,491	–	–	–	4,644,491
Interest income	105,293	–	–	–	105,293
Other income	6,732,558	–	–	71	6,732,629
Total revenues and other support	34,053,773	–	–	203,709	34,257,482
Operating expenses:					
Program services:					
Children and adolescents	4,885,860	–	–	–	4,885,860
Elderly	256,616	–	–	–	256,616
Emergency services	2,444,022	–	–	–	2,444,022
Vocational services	555,013	–	–	–	555,013
Noneligibles	1,445,620	–	–	–	1,445,620
Multiservice team	7,879,982	–	–	–	7,879,982
ACT team	3,808,348	–	–	–	3,808,348
Crisis unit	5,299,302	–	–	–	5,299,302
Community residences and support living	1,486,944	–	–	–	1,486,944
HUD residences	–	–	–	214,402	214,402
Other	1,908,952	–	–	–	1,908,952
Total program services	29,970,659	–	–	214,402	30,185,061
Support services:					
Management and general	3,368,217	–	–	36,493	3,404,710
Operating property	478,932	–	–	–	478,932
Interest expense	253,414	–	–	3,530	256,944
Total operating expenses	34,071,222	–	–	254,425	34,325,647
Loss from operations	(17,449)	–	–	(50,716)	(68,165)

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

CONSOLIDATING STATEMENT OF ACTIVITIES
AND CHANGES IN NET ASSETS (CONTINUED)

Year Ended June 30, 2019

	Center	Foundation		Amoskeag	
	Without Donor Restriction	Without Donor Restriction	With Donor Restriction	Without Donor Restriction	Total
Loss from operations	$ (17,449)	$ –	$ –	$ (50,716)	$ (68,165)
Nonoperating revenue (expenses):					
Rental income	403,191	–	–	–	403,191
Rental property expense	(367,083)	–	–	–	(367,083)
Contributions	273,353	15,172	6,418	–	294,943
Net investment return	–	207,272	22,404	–	229,676
Dues	–	(4,800)	–	–	(4,800)
Donations to charitable organizations	–	–	(16,500)	–	(16,500)
Miscellaneous expenses	–	(2,949)	–	–	(2,949)
Nonoperating revenue, net	309,461	214,695	12,322	–	536,478
Excess (deficiency) of revenues over expenses	292,012	214,695	12,322	(50,716)	468,313
Net transfer from (to) affiliate	83,907	(83,907)	–	–	–
Reclassification of net assets with donor restrictions	–	(67,481)	67,481	–	–
Increase (decrease) in net assets	375,919	63,307	79,803	(50,716)	468,313
Net assets at beginning of year	11,320,614	3,587,909	339,689	266,919	15,515,131
Net assets at end of year	$11,696,533	$3,651,216	$419,492	$216,203	$15,983,444

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

ANALYSIS OF BBH REVENUES, RECEIPTS AND RECEIVABLES

For the Year Ended June 30, 2019

	BBH Receivable Beginning of Year	BBH Revenues Per Audited Financial Statements	Receipts for Year	BBH Receivable End of Year
Contract year, June 30, 2019	$162,885	$3,038,801	$(2,949,613)	$252,073

	Amount
Analysis of receipts:	
Date of receipt/deposit:	
July 16, 2018	$ 161,207
July 20, 2018	885
September 12, 2018	251,187
October 30, 2018	278,166
November 1, 2018	224,210
November 29, 2018	251,622
January 24, 2019	1,770
February 8, 2019	516,374
March 4, 2019	5,000
April 8, 2019	502,374
April 19, 2019	139,969
April 22, 2019	112,104
May 28, 2019	1,839
May 30, 2019	251,188
June 26, 2019	251,718
	$2,949,613

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MANCHESTER MENTAL HEALTH FOUNDATION, INC. AND AFFILIATES

STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES

Year Ended June 30, 2019

	Total Agency	Mental Health: Administration	Mental Health: Total Center Programs	Mental Health: Child and Adolescents	Mental Health: Elderly Services	Mental Health: Emergency Services	Mental Health: Vocational Services	Mental Health: Non-Eligibles
Program service fees:								
Net client fees	$ 371,054	$ –	$ 371,054	$ 57,629	$ (30,131)	$ 74,775	$ 10,467	$ (33,806)
HMO's	1,537,915	–	1,537,915	291,142	26,245	281,882	–	333,349
Blue Cross/Blue Shield	2,111,774	–	2,111,774	303,611	62,836	344,591	–	395,569
Medicaid	16,632,486	–	16,632,486	5,720,539	311,395	488,409	257,662	285,511
Medicare	1,190,836	–	1,190,836	750	194,785	8,238	1	139,715
Other insurance	597,002	–	597,002	94,147	16,599	119,631	6,023	92,977
Other program fees	(1,065)	–	(1,065)	(137)	(1,498)	(3,716)	–	(1,025)
	22,440,002	–	22,440,002	6,467,681	580,231	1,313,810	274,153	1,212,290
Local and county government:								
Division for Children, youth and families	3,540	–	3,540	3,540	–	–	–	–
Federal funding path	40,121	–	40,121	–	–	40,121	–	–
Rental income	335,067	–	335,067	–	–	–	–	–
Interest income	105,293	–	105,293	–	–	–	–	–
BBH:								
Bureau of Behavioral Health	3,038,801	–	3,038,801	2,804	–	440,882	–	–
Other	1,079,642	–	1,079,642	–	–	–	–	–
Other revenues	7,215,016	46,315	7,168,701	2,056,937	69,266	1,100,213	177,174	44,618
	11,817,480	46,315	11,771,165	2,063,281	69,266	1,581,216	177,174	44,618
Total program revenues	$34,257,482	$ 46,315	$34,211,167	$ 8,530,962	$ 649,497	$ 2,895,026	$ 451,327	$ 1,256,908

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	Center							
	Multi Service Team	ACT Team	Crisis Unit	Community Residence	Supportive Living	Other Mental Health	Other Non-BBH	Amoskeag
Program service fees:								
Net client fees	$ (119,964)	$ 61,199	$ 245,926	$ 29,012	$ 24,383	$ –	$ 51,564	$ –
HMO's	298,487	18,683	288,120	–	–	–	7	–
Blue Cross/Blue Shield	495,257	56,949	452,948	–	–	–	13	–
Medicaid	5,034,904	2,051,593	1,529,058	478,813	441,634	1,451	31,517	–
Medicare	756,733	86,908	3,703	2	–	–	1	–
Other insurance	103,260	72,975	47,897	–	2,512	–	40,981	–
Other program fees	(982)	(139)	(3,022)	–	(43)	–	9,497	–
	6,567,695	2,348,168	2,564,630	507,827	468,486	1,451	133,580	–
Local and county government:								
Division for Children, youth and families	–	–	–	–	–	–	–	–
Federal funding path	–	–	–	–	–	–	–	–
Rental income	–	–	2,303	–	123,675	–	5,451	203,638
Interest income	–	–	–	–	–	–	105,293	–
BBH:								
Bureau of Behavioral Health	–	1,591,509	940,606	–	–	63,000	–	–
Other	–	–	1,079,642	–	–	–	–	–
Other revenues	1,489,720	–	416,861	39,393	317,525	1,112	1,455,811	71
	1,489,720	1,591,509	2,439,412	39,393	441,200	64,112	1,566,555	203,709
Total program revenues	$ 8,057,415	$ 3,939,677	$ 5,004,042	$ 547,220	$ 909,686	$ 65,563	$ 1,700,135	$ 203,709

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS
2020 - 2021

Kevin Sheppard, Chair, Director, Manchester Public Works
Term 6 yrs. 10/2016-9/2022

Elaine Michaud, Vice Chair, Retired Partner, Devine Millimet
Term 6 months. 5/2021-10/2021

Brent Kiley, Treasurer, Managing Director, Rise Private Wealth Management
Term 6 yrs. 10/2017-9/2023

Lizabeth MacDonald, Secretary, Principal, Weston Elementary School
Term 6 yrs. 4/2016-9/2022

Allen Aldenberg, Captain, Manchester Police Dept.
Term 6 yrs. 1/2019-9/2024

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Term 6 yrs. 10/2019-9/2025

Ronald Caron, Attorney, Devine, Millimet Law Firm
Term 6 yrs. 10/2019-9/2025

Jeff Eisenberg, President, EVR Advertising
Term 6 yrs. 10/2018-9/2024

Desneiges French, Senior Accountant, Wipfli, LLP
Term 6 yrs. 10/2019-9/2025

David Harrington, Director of Human Resources, New England College
Term 6 yrs. 10/2017-9/2023

Philip Hastings, IT Consultant
Term 6 yrs. 10/2015-9/2021

Jaime Hoebeke, Division Head, Manchester Health Dept.
Term 6 yrs. 10/2015-10/2021

Christina Mellor, Interior Designer, Lavallee Brensinger Architects
Term 6 yrs. 10/2015-9/2021

Michael Reed, President, Stebbins Commercial Properties, LLC
Term 6 yrs. 10/2019-9/2025

Deanna Rice, Director of Case Management and Population Health, Catholic Medical Center
Term 6 yrs. 10/2020-9/2026

Ron Schneebaum, MD, Dartmouth Hitchcock
Term 6 yrs. 10/2018-9/2024

Andrew Seward, Chief Information Security Officer, Solution Health System
Term 6 yrs. 10/2016-9/2022

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MANCHESTER MENTAL HEALTH FOUNDATION, INC.
AND
THE MENTAL HEALTH CENTER OF GREATER MANCHESTER, INC.

BOARD OF DIRECTORS
2020 - 2021

Richard Shannon, Deacon, Director of Pastoral Care, Bishop Peterson Residence
Term 6 yrs. 10/2016-9/2022

William Stone, President and CEO, Primary Bank
Term 6 yrs. 5/2020-9/2026

Nicholas Pigeon

[redacted]

EDUCATION

Masters of Social Work 5/2018
University of New Hampshire

Bachelor of Arts Psychology 5/2015
Southern New Hampshire University

Associates of Science Justice Studies
Southern New Hampshire University 9/2013

RELEVANT PROFESSIONAL EXPERIENCE

Coordinator of IPS, HOT & HBSP 1/2020-Present
Mental Health Center of Greater Manchester - Manchester, NH

- Maintain fidelity to the IPS Supported Employment Department
- Provide supervision and training to bachelor level staff
- Maintain staffing of IPS, HOT & HBSP

Mental Health Court Liaison 5/2018-1/2020
Mental Health Center of Greater Manchester - Manchester, NH

- Maintain relationships between MHCGM, the court system, local defense counsel, and other relevant agencies and individuals.
- Provide oversight to clinical treatment of participants of the Community Connections Program.

Individual Placement and Support Specialist 12/2015-5/2018
Mental Health Center of Greater Manchester- Manchester, NH

- Provide direct support to clients in collaboration with licensed clinicians and case managers.
- Provide motivational and reflective counseling
- Coordinates and schedules appointments with clients independently.
- Create progress notes and document all services provided
- Provide support in job-related goals, such as resume building & job searching and development

Community Support Counselor 11/2013-12/2015
Center for Life Management- Derry, NH

- Provide direct functional support to patients in collaboration with licensed clinicians and case managers.
- Provide supportive and reflective counseling
- Coordinates and schedules appointments with clients independently.
- Provides Family Support to Families in need of education and skill-building.
- Create progress notes and document all services provided, including: objective, intervention provided, intervention outcome and future plan for the individual.
- Provide Supportive Employment services to individuals in a direct support setting.
- Maintaining constant contact with members of client's treatment team, as well as the client's family and other supports.
- Provide all patients with the knowledge and skills to work towards the goals outlined in each specific treatment plan
- Adapt to the needs of each individual patient while ensuring interventions that are based off of specific treatment plans

- Keep detailed written documents for each patient's status upon arrival, during sessions and any other interactions deemed necessary including incidental observations with others
- Equip clients with knowledge and skills to work towards their individual goals outlined in treatment plan
- React swiftly and promptly to crisis situations, including physical violence and emotional distress

Past Internship Experience

Drug and Alcohol Policy Intern 08/2017-05/2018

Governor Sununu's Office, New Hampshire State House, Concord, NH

- Track legislation regarding drugs and alcohol in the State of New Hampshire
- Engage in Policy meetings, task forces and various meetings in the community
- Coordinate the Governor's Youth Council (Membership, Committees, Meetings, etc)
- Work with Policy Advisor to Advise Governor on Opiate Crisis.

Clinical Outpatient Intern 08/2016-05/2017

Lahey Behavioral Health Services- Lawrence, MA

- Co-Facilitate the Intensive Outpatient Program, a higher level of care for those in recovery.
- Create progress notes for each service
- Co-Facilitate DBT and "Early Recovery" groups
- Provide individual therapy services to a diverse caseload in a community mental health setting.
- Collaborate with other interns to make changes to group curriculums.

RELEVANT COMMUNITY EXPERIENCE

Coordinator of the Parkside Garden 3/2021-Present

Manchester Grows

Supporting Volunteer 4/2021-Present

Manchester Central Little League

Board Member/Coach 3/2014-6/2017

Manchester Little League

NASW Member/Candidate for At-Large Board Position 12/2017-12/2018

NASW

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PATRICIA CARTY, MS, CCBT

Executive Vice President/Chief Operating Officer

DESCRIPTION

Works collaboratively with members of Senior Leadership Team and is an active participant in planning and development. Attends meetings with the Board of Directors and contributes to Board effort in governing The Center. Advises the President/CEO of opportunities and trends within the environment that The Center operates, as well as analyzing the strengths and weaknesses of Center programs and personnel. Understands and incorporates The Center's mission, vision and Guiding Values and Principles in all areas of performance. Positively represents The Center y to all constituent groups; including regulatory agencies, media, general public, staff, consumers and families. May be requested to take part in consultations, education activities, speakers bureau, presentations, supervision of employees toward licensure, and will be expected to take part in Quality Improvements activities.

EDUCATION

MS	Springfield College, Manchester Community/Psychology	1994
BA	University of Vermont Psychology	1985

EXPERIENCE

The Mental Health Center of Greater Manchester — Manchester, NH

July 2015 to present	Executive Vice President/Chief Operating Officer
2000 to July 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 AND CERTIFICATIONS

- Member – Psychopharmacology Research Group, Department of Psychiatry, Dartmouth Medical School – 2003 to present
- 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 DBT treatment program
- American Mental Health Counselor's Association (#999020788)
- Certified Cognitive Behavioral Therapist (#12421)
- National Association of Cognitive Behavioral Therapists

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PATRICIA CARTY, MS, CCBT

Executive Vice President/Chief Operating Officer

PUBLICATIONS

The Trauma Recovery Group: A Cognitive-Behavioral Program for Post-Traumatic Stress Disorder in Persons with Severe Mental Illness. Community Mental Health Journal, Vol. 43, No. 3, June 2007.

Co-authored Chapter 25 for text entitled Improving Mental Health Care: Commitment to Quality. Edited by Sederer & Dickey, 2001.

Psychometric Evaluation of Trauma and Post-traumatic Stress Disorder Assessment in Persons with Severe Mental Illness. Psychology Assessment. 2001. Vol. 13, No. 1, 110-117.

HIV Risk Factors Among People with Severe Mental Illness in Urban and Rural Areas. Psychiatric Services. April 1999.

Trauma and Post-traumatic Stress Disorder in Severe Mental Illness. Journal of Consulting and Clinical Psychology. 1998. Vol. 49, No. 10, 1338-1340.

Integrating Dialectical Behavior Therapy into a Community Mental Health Program. Psychiatric Services. October 1998. Vol. 49, No. 10, 1338-1340.

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Akilah Marquis

[redacted]

Authorized to work in the US for any employer

Work Experience

CSR II
AMERICAN CARPET SOUTH - Hudson, NH
Present

- Provided assistance to clients
- Created customer appointments
- Answered phone and assisted clients and customers with changes
- Maintained up-to-date knowledge of customer accounts
- Explained products and benefits
- Resolved payment and order disputes

Direct Support Professional
NINH - Manchester, NH
January 2019 to August 2019

Help Children and young adults that have gone through trauma through treatment.

Call Center Representative
Blue Cross Blue Shield of Massachusetts - Bedford, NH
August 2018 to April 2019

- Quote and advise benefits for medical insurance
- phone enrollment

Sales Associate
The Home Depot - Hooksett, NH
March 2017 to September 2018

*Customer Service
*Merchandising
*Construction project specialist
*Special project manager

Volunteer Work
Upreach Therapeutic Equestrian Center - Goffstown, NH
September 2016 to September 2017

- HippoTherapy- Ridding Lessons Using physical, occupational and speech therapy in which uses the characteristic movements of a horse to provide motor and sensory input.

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Assistant Manager
Volume Inc. - Manchester, NH
March 2015 to April 2017

*Customer Service
*Merchandising
*Inventory
*Ordering
*Bookkeeping
*Cashiering

Assistant Store Manager
Dunkin' Donuts - Hooksett, NH
April 2014 to March 2016

*Training
*Inventory
*Customer Service
*Cashiering
*Supervisor

Volunteer Work
Live and Let Live - Chichester, NH
2014 to 2015

*Rehabilitation facility for horses.
*General Maintenance

Education

Some College in Child Development
Granite State College - Concord, NH
February 2019 to August 2019

Diploma
Homeschooled - Pembroke, NH
2010 to 2014

Skills

- Customer Service
- Call Center
- CSR
- Customer Support
- Customer Care
- Direct Support
- Direct Care
- Disability

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- Personal Care
- Construction (2 years)

Certifications and Licenses

ServSafe
October 2015 to October 2020

Certified to manage restaurants

Adult and Pediatric First Aid/CPR/AED
March 2019 to March 2021

Medication Administration
February 2019 to Present

Able to administer medication to children and young teens

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LISA A. DESCHENEAU [redacted]

EDUCATION

- Master of Business Administration, May 2006
  Southern New Hampshire University

- Bachelor of Science – Human Resources Management, May 1997
  Southern New Hampshire University

PROFESSIONAL EXPERIENCE

THE MENTAL HEALTH CENTER OF GREATER MANCHESTER **Manchester, NH**
Vice President of Administration **2015 – Present**

- Served as a member of the senior management team responsible for the daily functions of the Human Resources, Facilities, IT – Computer Networking, and Administrative support teams.

Director of Human Resources **1998 – 2015**

- Responsible for policy development and leadership in all areas of Human Resources including: compensation, benefits, performance management, and regulatory compliance.
- Responsible for strategic retention planning to evaluate staffing needs and opportunities for retaining professional staff.
- Monitored, evaluated and impacted the work environment assuring an atmosphere that promoted safe, efficient and effective job performance, quality services provision and professional ethical practice.
- Responsible for external credentialing of service providers on payor panels and major hospitals.

ST. PAUL'S SCHOOL **Concord, NH**
Human Resources Generalist **1990 – 1998**

- Administer benefit program encompassing medical, life, retirement, 403 (b), Section 125, workers' compensation, and flexible spending account.
- Responsible for employee relations to include counseling for career development, benefits, job performance, conflicts and terminations.
- Responsible for the recruitment of prospective employees by screening resumes, interviewing applicants, and extending offers of employment.
- Developed work experience program to aid recently trained welfare recipients to gain viable work experience to assist in the search for full-time employment.
- Developed successful workers' compensation return-to-work program which resulted in overall savings and reduced annual accidents/claims.

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- Compiled census data for eleven other independent schools to form ISANNE Group Trust. This data was used to obtain competitive rates for group insurances such as medical, life, and disability.

LORAL MICROWAVE – FSI **Chelmsford, MA**
Human Resources Generalist **1987 – 1990**

- Responsible for all recruitment, screening, interviewing and hiring of employees.
- Consulted with employees on company benefits.
- Developed the Company's Federal Government Contract Compliance Manager/employee Training Program.
- Maintained the Company's Equal Employment Opportunity/Affirmative Action Program.
- Developed an extensive LOTUS 1-2-3 computer program to automatically calculate the annual merit increases for all employees.

PROFESSIONAL ORGANIZATIONS

Granite State Human Resources Conference (GSHRC)

- 2009-2015 – Finance Chair
- 2008-2009 – Co-President
- 2007-2008 – Vice President
- 2006-2007 – Program Co-Chair
- 2005-2006 – Program Committee

Manchester Human Resources Association (MAHRA)

- 2012-2013 - Treasurer
- 2011-2012 – Treasurer Elect
- 2010-2011 – Vice President Member Service
- 2009-2010 – Member Services Elect
- 2007-2009 - Treasurer
- 2006-2007 – Treasurer Elect

Granite United Way – Community Review Team Member

- Health Impact Area – January 2012 - 2015
- Housing & Economic Self-Sufficiency Impact Area – January 2011

NH Health Professional Opportunity Project

- Business Advisory Council – January 2012 – December 2014

New Hampshire Coalition for Direct Care Workforce

- Career Lattice Workforce – September 2010 – January 2012

Granite State Human Resources Conference (GSHRC) - Panel Presenter

- 2015 - Keys to Successfully Employing People with Disability That May Not Be Visible – Disclosed or suspected mental illness and/or substance use in your workforce

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New Journey Program – a SHRM Pinnacle Award program designed to assist the women in the NH Prison System in obtaining employment at the end of their incarceration.

- Spring 2011& 2012 – Instructor, Resumes, Applications & Cover Letters for Convicted Felons
- Fall 2010 – Instructor, Conflict Resolution

Society of Human Resources Management (SHRM)

- Member 1999 – 2015

USA Swimming

- Stroke & Turn Official 2007 – 2010

New England Swimming

- Member 2007 - 2011

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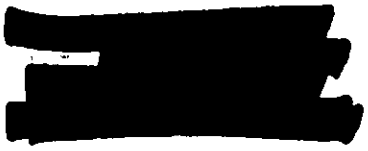
Sara Vorias



Summary

My career path over the past 20 years has one major reoccuring theme, my ability to connect with people. Whether it has been working with teens in a counseling setting, young adults in a college environment or humans of all ages as a barcade owner/operator, I enjoy creating authentic relationships.

Experience

Electric Avenue Arcade

Owner/Operator of business · Manchester, NH — 07/2018 - Present

Responsible for every aspect of starting a business, operating it on a daily basis, marketing, ordering, paying bills, cleaning, you name it. The arcade won a best new business award in 2019 from NH magazine "best of" series. Created strong ties with community, donated to several schools/childrens foundations, supported LGBTQ positive organizations, worked tirelessly to make the arcade a successful, safe place for all.

Endurance Behavioral Health

Office Manager/Group Counselor · Seabrook, New Hampshire — 01/2014 - 01/2018

Responsible for maintaining the daily business of running a small mental health facility. Provided group counseling to teens experiencing acute mental health issues.

Southern New Hampshire University

Part Time Evening Circulation Supervisor · Hooksett, New Hampshire — 01/2009 - 01/2014

After staying home with my small children for a few years, the evening shift at the Library at SNHU provided a great re-entry into the workforce, while allowing me to spend days with them at home. Worked with students from around the world in an academic setting. Helped students find the resources they needed to complete academic assignments.

Nashua Children's Home

Residential Counselor and Recreation Coordinator · Nashua, New Hampshire — 01/1999 - 05/2004

Provided a safe, consistent home environment for children who were court ordered to live at the home. Reported to the state on the mental health and well being of children in our care.

Programmed a wide variety of activities both in the home and out in the community for 50+ children. Focused on benefitting the social/emotional growth of children in our care. Procured additonal funding from various resources in the community.

Education

College of the Atlantic

Human Ecology · Bar Harbor, Maine — 05/1996

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CONTRACTOR NAME: The Mental Health Center of Greater Manchester, Inc.
NAME OF PROGRAM: SS-2022-DBH-01-HOUSE-07 Bridge Subsidy Program Contract

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
NICHOLAS PIGEON	Housing Bridge Coordinator	$ 71,074	33.00 %	$ 23,454.42
AKILAH MARQUIS	Housing Bridge Specialist	$ 42,370	100.00 %	$ 42,370
SARA VORIAS	Housing Bridge Specialist	$ 44,289	100.00 %	$ 44,289
LISA DESCHENEAU	VP of Administration, H/R, I.T. Networking, Facilities	$ 109,907	1.00 %	$ 1,099.07
PATRICIA CARTY	Chief Operating Officer	$ 117,307	1.00 %	$ 1,173.07

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

Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$8,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

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housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

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resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center of Greater Manchester, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 401 Cypress St., Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,697,580.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

   2.1.3.1. Benefits eligibility and status.

   2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

   2.1.3.2.1. Supportive services.

   2.1.3.2.2. Substance use treatment; recovery support services.

   2.1.3.2.3. Behavioral health care; psychiatric health care.

   2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

   2.2.1. Obtaining the individual's housing history.

   2.2.2. Assessing individual housing preferences.

   2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

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

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/8/2020
Date

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

The Mental Health Center of Greater Manchester, Inc.

10/8/2020
Date

DocuSigned by:
William Rider
Name: William Rider
Title: President/CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

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

OFFICE OF THE ATTORNEY GENERAL

10/19/2020
Date

DocuSigned by:
D5CA8202E32C4AE...
Name: Catherine Pinos
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:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 165,432.00	$ -	$ 165,432.00	$ -	$ -	$ -	$ 165,432	$ -	$ 165,432.00
2. Employee Benefits	$ 49,630.00	$ -	$ 49,630.00	$ -	$ -	$ -	$ 49,630	$ -	$ 49,630.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
6. Travel	$ 9,000.00	$ -	$ 9,000.00	$ -	$ -	$ -	$ 9,000	$ -	$ 9,000.00
7. Occupancy	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 2,600.00	$ -	$ 2,600.00	$ -	$ -	$ -	$ 2,600	$ -	$ 2,600.00
Postage	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
Insurance	$ 1,900.00	$ -	$ 1,900.00	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
9. Software	$ 1,265.00	$ -	$ 1,265.00	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 28,551	$ 20,303	$ -	$ -	$ -		$ 28,551	$ 20,303
TOTAL	$ 237,927	$ 28,551	$ 266,478	$ -	$ -	$ -	$ 237,927	$ 28,551	$ 266,478

Indirect As A Percent of Direct: 12.0%

Contractor Initials: DS WR

Date: 10/8/2020

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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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 13, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

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Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center of Greater Manchester, Inc.		1.4 Contractor Address 401 Cypress Street Manchester, NH 03103-3628	
1.5 Contractor Phone Number 603-668-4111	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,851,601
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory William Rider, President/CEO	

1.13 Acknowledgement: State of NH, County of Hillsborough

On 7/30/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Kristen Kraunelis, Justice of the peace.

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

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2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

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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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

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Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

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

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

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

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

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

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

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5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

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Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, whch does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

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Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY20 (October 1, 2019 to June 30,2020)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 87,285.00	$ -	$ 87,285.00	$ -	$ -	$ -	$ 87,285.00	$ -	$ 87,285.00
2. Employee Benefits	$ 28,179.00	$ -	$ 28,179.00	$ -	$ -	$ -	$ 28,179.00	$ -	$ 28,179.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 488.00	$ -	$ 488.00	$ -	$ -	$ -	$ 488.00	$ -	$ 488.00
6. Travel	$ 3,825.00	$ -	$ 3,825.00	$ -	$ -	$ -	$ 3,825.00	$ -	$ 3,825.00
7. Occupancy	$ 712.00	$ -	$ 712.00	$ -	$ -	$ -	$ 712.00	$ -	$ 712.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 1,575.00	$ -	$ 1,575.00	$ -	$ -	$ -	$ 1,575.00	$ -	$ 1,575.00
Postage	$ 570.00	$ -	$ 570.00	$ -	$ -	$ -	$ 570.00	$ -	$ 570.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 712.00	$ -	$ 712.00	$ -	$ -	$ -	$ 712.00	$ -	$ 712.00
Insurance	$ 1,425.00	$ -	$ 1,425.00	$ -	$ -	$ -	$ 1,425.00	$ -	$ 1,425.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
9. Software	$ 949.00	$ -	$ 949.00	$ -	$ -	$ -	$ 949.00	$ -	$ 949.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 1,200.00	$ -	$ 1,200.00	$ -	$ -	$ -	$ 1,200.00	$ -	$ 1,200.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin		$ 15,228	$ 15,228	$ -	$ -	$ -		$ 15,228	$ 15,228
TOTAL	$ 129,800	$ 15,228	$ 943,128	$ -	$ -	$ -	$ 129,800	$ 15,228	$ 143,128

Indirect As A Percent of Direct: 13.0%

Contractor Initials: [signature]
Date: 4/30/19

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center of Greater Manchester

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost: Total	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match: Total	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 118,354.00	$ -	$ 118,354.00	$ -	$ -	$ -	$ 118,354	$ -	$ 118,354.00
2. Employee Benefits	$ 34,808.00	$ -	$ 34,808.00	$ -	$ -	$ -	$ 34,808	$ -	$ 34,808.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 650.00	$ -	$ 650.00	$ -	$ -	$ -	$ 650	$ -	$ 650.00
6. Travel	$ 5,100.00	$ -	$ 5,100.00	$ -	$ -	$ -	$ 5,100	$ -	$ 5,100.00
7. Occupancy	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 2,100.00	$ -	$ 2,100.00	$ -	$ -	$ -	$ 2,100	$ -	$ 2,100.00
Postage	$ 780.00	$ -	$ 780.00	$ -	$ -	$ -	$ 780	$ -	$ 780.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 950.00	$ -	$ 950.00	$ -	$ -	$ -	$ 950	$ -	$ 950.00
Insurance	$ 1,900.00	$ -	$ 1,900.00	$ -	$ -	$ -	$ 1,900	$ -	$ 1,900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
9. Software	$ 1,265.00	$ -	$ 1,265.00	$ -	$ -	$ -	$ 1,265	$ -	$ 1,265.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 1,600.00	$ -	$ 1,600.00	$ -	$ -	$ -	$ 1,600	$ -	$ 1,600.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
14. Admin	$ -	$ 20,303	$ 20,303	$ -	$ -	$ -		$ 20,303	$ 20,303
TOTAL	$ 169,195	$ 20,303	$ 189,498	$ -	$ -	$ -	$ 169,195	$ 20,303	$ 189,498
Indirect As A Percent of Direct		12.0%							

Contractor Initials: [signature]
Date: 7/30/19

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SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

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7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate; provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

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19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

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REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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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

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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)

401 Cypress St
Manchester, NH 03103

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

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President/CEO

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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 Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President / CEO

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CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

Vendor Initials _____
Date 7/30/19

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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.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President / CEO

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

The Vendor 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:

Vendor 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.

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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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President / CEO

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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 Vendor 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 Vendor 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.

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President / CEO

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HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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

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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.

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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 Mental Health Center of Greater Manchester
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	William Rider
Name of Authorized Representative	Name of Authorized Representative
Director	President / CEO
Title of Authorized Representative	Title of Authorized Representative
8/2/19	7/30/19
Date	Date

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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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

Vendor Name: The Mental Health Center of Greater Manchester

7/30/19
Date

Name: William Rider
Title: President/CEO

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FORM A

As the Vendor 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 DUNS number for your entity is: 073978280

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

   ___✓___ NO ___ YES

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

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

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

   ___ NO ___ YES

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

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

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

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

   Name: _____ Amount: _____

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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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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

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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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements

3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program 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 August 28, 2019, (Item 14), as amended on December 2, 2020, (Item #13), 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, Paragraph 18, and Exhibit C-1, Section 2., Renewal, the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022.

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

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   2. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

    12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 r upon Governor and Executive 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

6/15/2021
Date

DocuSigned by:
Katja Fox
CD9B95B84B83442...
Name: Katja Fox
Title: Director

Seacoast Mental Health Center, Inc.

6/15/2021
Date

DocuSigned by:
Jay Couture
A9B3DB4547140B...
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

6/15/2021
Date

DocuSigned by:
D3CA8202E32C4AE...
Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

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

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

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

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

5.2. The Contractor shall notify the Department, in writing, each month of:

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

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Seacoast Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 16,543	$ -	$ 16,543	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		0.0%							

Contractor Initials

Date 6/15/2021

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: **0005348514**

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. 2021.

William M. Gardner

Secretary of State

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CERTIFICATE OF AUTHORITY

I, ***Monica Kieser***, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of **Seacoast Mental Health Center, Inc.**

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **March 16, 2021**, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Geraldine (Jay) Couture, President and CEO 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 **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 11, 2021**

Signature of Elected Officer
Name: **Monica Kieser**
Title: **President**

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 2/26/2021

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

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

PRODUCER
Fred C. Church Insurance
41 Wellman Street
Lowell MA 01851

CONTACT NAME:
PHONE (A/C, No, Ext): 978-458-1865 **FAX (A/C, No):** 978-454-1865
E-MAIL ADDRESS: jnorton@fredcchurch.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Company	18058
INSURER B : Granite State HC & HS Trust	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED SEACMEN-01
Seacoast Mental Health Center, Inc.
1145 Sagamore Avenue
Portsmouth NH 03801

COVERAGES **CERTIFICATE NUMBER:** 1058019565 **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			PHPK2242528	3/1/2021	3/1/2022	EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 3,000,000
	POLICY PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2242530	3/1/2021	3/1/2022	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)	$
	X Comp $1,000 / X Coll $1,000							$
A	X UMBRELLA LIAB X OCCUR			PHUB757923	3/1/2021	3/1/2022	EACH OCCURRENCE	$ 5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ 10,000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			HCHS20200000262	2/1/2021	2/1/2022	X PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) 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			PHPK2242528	3/1/2021	3/1/2022	$1,000,000 / $3,000,000	Per Occurrence / Annual Aggregate

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

CERTIFICATE HOLDER

State of New Hampshire
Department of Health and Human Services
129 Pleasant Street
Concord NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SEACOAST MENTAL HEALTH CENTER, INC.

MISSION STATEMENT

The mission of Seacoast Mental Health Center is to provide a broad, comprehensive array of high quality, effective and accessible services to residents of the eastern half of Rockingham County.

Seacoast Mental Health Center, Inc.

FINANCIAL STATEMENTS

June 30, 2020

Seacoast Mental Health Center, Inc.
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KBS
Kittell Branagan & Sargent
Certified Public Accountants
Vermont License # 167

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors of
Seacoast Mental Health Center, Inc.
Portsmouth, New Hampshire

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, 2020, 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.

Management's Responsibility 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 Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

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, 2020, 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.

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
September 24, 2020

Seacoast Mental Health Center, Inc.
STATEMENT OF FINANCIAL POSITION
June 30, 2020

ASSETS

CURRENT ASSETS	
Cash and Cash Equivalents	$ 3,822,859
Accounts receivable (net of $350,000 allowance)	1,249,335
Investments	3,787,744
Prepaid expenses	125,732
TOTAL CURRENT ASSETS	8,985,670
PROPERTY AND EQUIPMENT - NET	193,209
TOTAL ASSETS	$ 9,178,879

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES	
Accounts payable	$ 65,771
Deferred income	16,624
Accrued vacation	204,645
Accrued expenses	857,612
Current portion of long-term debt	833,472
TOTAL CURRENT LIABILITIES	1,978,124
LONG-TERM LIABILITIES	
Long-term debt, less current portion	1,319,601
NET ASSETS	
Net assets without donor restriction	5,881,154
TOTAL LIABILITIES AND NET ASSETS	$ 9,178,879

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS
For the Year Ended June 30, 2020

PUBLIC SUPPORT AND REVENUES	
Public support -	
Federal	$ 278,056
State of New Hampshire - BMHS	1,038,270
Other public support	827,388
Total Public Support	2,143,714
Revenues -	
Program service fees	14,542,954
Rental income	79,728
Other revenue	850,818
Total Revenues	15,473,500
TOTAL PUBLIC SUPPORT AND REVENUES	17,617,214
OPERATING EXPENSES	
BBH funded program services -	
Children services	4,765,513
Emergency services	1,540,142
Adult services	7,143,157
Act Team	1,547,381
Substance Use Disorder	527,705
Fairweather Lodge	829,510
REAP	345,023
Non-DMH funded program services	456
TOTAL EXPENSES	16,698,887
EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	918,327
OTHER INCOME	
Investment Income	121,335
TOTAL INCREASE IN NET ASSETS	1,039,662
NET ASSETS WITHOUT DONOR RESTRICTION, beginning	4,841,492
NET ASSETS WITHOUT DONOR RESTRICTION, ending	$ 5,881,154

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.
STATEMENT OF CASH FLOWS
For the Year Ended June 30, 2020

CASH FLOWS FROM OPERATING ACTIVITIES	
Increase in net assets	$ 1,039,662
Adjustments to reconcile to net cash provided by operations:	
Depreciation	63,865
(Increase) decrease in:	
Accounts receivable - trade	(455,184)
Prepaid expenses	95,420
Restricted cash	134,866
Increase (decrease) in:	
Accounts payable & accrued liabilities	523,219
Deferred income	(22,137)
NET CASH PROVIDED BY OPERATING ACTIVITIES	1,379,711
CASH FLOWS FROM INVESTING ACTIVITIES	
Purchases of property and equipment	(176,620)
Investment activity, net	(3,787,744)
NET CASH (USED) BY FINANCING ACTIVITIES	(3,964,364)
CASH FLOWS FROM FINANCING ACTIVITIES	
Proceeds from issuance of long-term debt	2,153,073
NET DECREASE IN CASH	(431,580)
CASH AT BEGINNING OF YEAR	4,254,439
CASH AT END OF YEAR	$ 3,822,859

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.

Revenue Recognition

Amounts received from grants and contracts received for specific purposes are generally recognized as income to the extent that related expenses are incurred. Contributions of cash and other assets are reported as restricted if they are received with donor stipulations that limit the use of the donated assets. Contributions can be without donor restriction or with donor restriction.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2017, 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 require 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.

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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

The Center decreased its estimate in the allowance for doubtful accounts to $350,000 as of June 30, 2020 from $450,000 as of June 30, 2019. This was a result of Medicaid patient accounts receivable decreasing to $353,359 as of June 30, 2020 from $409,844 as of June 30, 2019 and client balances decreasing to $154,423 as of June 30, 2020 from $245,118 as of June 30, 2019.

Client Service Revenue
The Center recognizes client service revenue relating to services rendered to clients that have third-party payor coverage and are self-pay. The Center receives reimbursement from Medicare, Medicaid and Insurance Companies at defined rates for services to clients covered by such third-party payor programs. The difference between the established billing rates and the actual rate of reimbursement is recorded as allowances when received. For services rendered to uninsured clients (i.e., self-pay clients), revenue is recognized on the basis of standard or negotiated discounted rates. At the time services are rendered to self-pay clients, a provision for bad debts is recorded based on experience and the effects of newly identified circumstances and trends in pay rates. 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, 2020 totaled $14,542,954, of which $14,055,402 was revenue from third-party payors and $487,552 was revenue from self-pay clients.

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 for services rendered to Medicaid clients on the basis of fixed Fee for Service and Case Rates.

Approximately 82% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2020. Laws and regulations governing the programs are complex and subject to interpretation and change. As a result, it is reasonably possible that recorded estimates could change materially in the near term.

As part of the contractual arrangement with the MCOs, the Center is required to provide a specific amount of services under an arrangement referred to as a Maintenance of Effort (MOE). Under the MOE, if levels of service are not met the Center may be subject to repayment of a portion of the revenue received. The MOE calculation is subject to interpretation and a source of continued debate and negotiations with MCOs. This MOE calculation may result in a liability that would require a payback to the MCOs. Additionally, please refer to Note 15 regarding the MOE being waived for the year ended June 30, 2020.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE	
Due from clients	$ 154,423
Insurance companies	325,424
Medicaid receivable	353,359
Medicare receivable	132,132
	965,338
Allowance for doubtful accounts	(350,000)
	615,338
ACCOUNTS RECEIVABLE - OTHER	
BMHS	129,887
NHHF Quality Bonus Incentive	102,649
Exeter Hospital	60,212
IDN	14,345
MCO Directed Payments	252,654
State of NH - LTCSP	74,250
	633,997
TOTAL ACCOUNTS RECEIVABLE	$ 1,249,335

NOTE 4 INVESTMENTS

The Center has invested funds in various pooled 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	$ 624,731	$ -	$ 624,731
Fixed Income	1,712,097	30,706	1,742,803
Equities	1,172,876	58,168	1,231,044
Mutual Funds	70,000	5,009	75,009
Exchange Traded Funds	81,445	6,858	88,303
Other Assets	23,520	2,334	25,854
	$ 3,684,669	$ 103,075	$ 3,787,744

NOTE 4 INVESTMENTS (continued)

Investment income consisted of the following:

	2020
Interest and dividends	$ 28,580
Unrealized gains	103,075
Fee expenses	(10,320)
TOTAL	$ 121,335

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, 2020. 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:

Computer equipment	$ 338,694
Furniture, fixtures and equipment	716,285
	1,054,979
Accumulated Depreciation	(861,770)
Net Book Value	$ 193,209

NOTE 7 LONG-TERM DEBT

Long-term debt consisted of the following:

	2020
Note payable, Cambridge Trust Company dated May 2020. PPP loan with the ability to be forgiven in FY 21. Interest at 1%, monthly principal and interest payments of $120,564 beginning December 2020 due May 2022.	$ 2,153,073
Less: Current Portion	(833,472)
	$ 1,319,601

The aggregate principal payments of the long-term debt for the next two years and thereafter are as follows:

Year Ending June 30,	Amount
2021	$ 833,472
2022	1,319,601
	$ 2,153,073

NOTE 8 LINE OF CREDIT

As of June 30, 2020, 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. This line of credit expires on February 12, 2022.

NOTE 9 DEFERRED INCOME

NNE PTN	$ 858
Endowment for Health	1,385
Womens Fund of NH	1,991
Transportation Grant	12,390
TOTAL	$ 16,624

NOTE 10 RELATED PARTY TRANSACTIONS

During the year ended June 30, 2020, 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, 2020 $-0- had been borrowed against the line of credit and the interest rate was 6.5%. During the year ended June 30, 2020 $-0- was paid to the Resource Group in interest related to this line of credit.

Operating Leases

During the year ended June 30, 2020, the Center rented properties and equipment from the Resource Group. Total rent paid for the year for property and equipment was $657,312 and $101,412, respectively. The Center is obligated to the Resource Group under cancelable leases to continue to rent these facilities and equipment at an annual rate of approximately $758,724. The annual rates of rents are revisited on an annual basis.

NOTE 11 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, 2020, contributions of $221,880 were made by the Center to the plan.

NOTE 12 COMMITMENTS AND CONTINGENCIES

The Center has entered into a subscription agreement with a software vendor and is obligated to pay $7,050 per month through December 31, 2020 in exchange for software subscription services.

NOTE 13 CONCENTRATIONS OF CREDIT RISK

Cash deposits in the Center's accounts at June 30, 2020 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC*	$ 3,822,859	$ 3,848,391

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

NOTE 13 CONCENTRATIONS OF CREDIT RISK (continued)

* 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, 2020 is $3,723,391 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, 2020 is as follows:

Due from clients	16 %
Insurance companies	34
Medicaid	36
Medicare	14
	100 %

NOTE 14 LIQUIDITY

The following reflects the Center's financial assets available within one year for general expenditures as of June 30, 2020:

Cash and Cash Equivalents	$ 3,822,859
Accounts Receivable	1,249,335
Investments	3,787,744
Financial assets available within one year for general expenditures	$ 8,859,938

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 15 RISKS & UNCERTAINTIES

As a result of the spread of the COVID-19 Coronavirus, economic uncertainties have arisen which are likely to negatively impact net income. Other financial impact could occur though such potential impact and the duration cannot be reasonably estimated at this time. Possible effects may include, but are not limited to, disruption to the Center's customers and revenue, absenteeism in the Center's labor workforce, unavailability of products and supplies used in operations, and decline in value of assets held by the Center, including receivables and property and equipment.

NOTE 15 RISKS & UNCERTAINTIES (continued)

Due to these economic uncertainties the Center 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.

On April 1, 2020, the Center successfully petitioned all three managed care organizations to waive the Maintenance of Effort (MOE) provisions in each of the respective provider service agreements. The waiver period is effective only for the period of July 1, 2019 through June 30, 2020, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 16 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 24, 2020, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2020, 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, 2020

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given/	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	$ 245,118	$ 1,377,986	$ (890,434)	$ (578,247)	$ 154,423
BLUE CROSS / BLUE SHIELD	42,401	510,331	(200,146)	(291,178)	61,408
MEDICAID	409,844	13,620,765	(1,656,236)	(12,021,014)	353,359
MEDICARE	144,157	1,403,165	(710,086)	(705,104)	132,132
OTHER INSURANCE	289,043	1,833,366	(745,757)	(1,112,636)	264,016
ALLOWANCE FOR UNCOLLECTIBLES	(450,000)	-	100,000	-	(350,000)
TOTAL	$ 680,563	$ 18,745,613	$ (4,102,659)	$ (14,708,179)	$ 615,338

Seacoast Mental Health Center, Inc.
ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES
For the Year Ended June 30, 2020

	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, 2020	$ 15,450	$ 1,038,270	$ (934,849)	$ 118,871

Analysis of Receipts:

Date of Receipt	Amount
09/24/19	$ 64,559
10/01/19	20,702
10/16/19	87,496
10/12/19	33,122
11/07/19	109,086
12/10/19	17,105
12/20/19	108,090
01/14/20	78,943
02/04/20	81,236
03/05/20	80,700
04/14/20	66,385
04/28/20	18,872
05/07/20	109,613
05/13/20	18,402
06/16/20	17,883
06/16/20	18,402
06/16/20	34,866
06/17/20	149,201
Less: Federal Monies	(179,814)
	$ 934,849

Seacoast Mental Health Center, Inc.
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES
For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP	Other Non/BBH
Program Service Fees:											
Net Client Fee	$ 487,552	$ -	$ 487,552	$ 176,642	$ 6,273	$ 232,888	$ 40,701	$ 29,763	$ 1,285	$ -	$ -
Blue Cross/Blue Shield	310,185	-	310,185	115,159	17,723	161,568	3,004	12,731	-	-	-
Medicaid	11,964,529	-	11,964,529	5,196,370	78,545	5,740,330	558,355	250,124	140,805	-	-
Medicare	693,079	-	693,079	362	267	597,077	47,724	47,649	-	-	-
Other Insurance	1,087,609	-	1,087,609	409,383	49,415	570,926	12,492	45,393	-	-	-
Public Support - Other:											
United Way	5,000	-	5,000	2,000	-	3,000	-	-	-	-	-
Local/County Government	51,794	-	51,794	-	-	-	-	51,794	-	-	-
Donations/Contributions	106,987	83,402	23,585	1,925	-	885	200	-	-	-	20,575
Other Public Support	663,364	3,746	659,618	58,102	187,341	321,591	3,746	9,537	2,341	76,960	-
DPHS (DADAPR)	70,000	-	70,000	-	-	-	-	-	-	70,000	-
DCYF	243	-	243	243	-	-	-	-	-	-	-
Federal Funding:											
Other Federal Grants	169,822	-	169,822	5,000	-	129,822	-	-	-	35,000	-
PATH	38,234	-	38,234	-	-	-	38,234	-	-	-	-
BMHS											
Community Mental Health	1,038,270	-	1,038,270	15,236	381,789	259,174	241,702	-	369	140,000	-
Rental Income	79,728	17,712	62,016	-	-	-	-	-	62,016	-	-
Other Revenues	850,818	118,779	732,039	139,769	23,255	418,055	124,260	3,000	23,700	-	-
	17,617,214	223,639	17,393,575	6,120,191	744,608	8,435,316	1,070,418	449,991	230,516	321,960	20,575
Administration	-	(223,639)	223,639	80,271	9,766	110,636	14,039	5,902	3,025	-	-
TOTAL PUBLIC SUPPORT AND REVENUES	$ 17,617,214	$ -	$ 17,617,214	$ 6,200,462	$ 754,374	$ 8,545,952	$ 1,084,457	$ 455,893	$ 233,541	$ 321,960	$ 20,575

Seacoast Mental Health Center, Inc.
STATEMENT OF PROGRAM SERVICE EXPENSES
For the Year Ended June 30, 2020

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP	Other Non/BBH
Personnel Costs:											
Salary and wages	$ 11,485,451	$ 2,293,075	$ 9,192,376	$ 2,628,976	$ 994,867	$ 3,915,919	$ 895,633	$ 281,265	$ 421,121	$ 54,595	$ -
Employee benefits	1,545,952	170,224	1,375,728	406,345	83,538	627,910	129,502	59,346	61,572	7,515	-
Payroll Taxes	724,022	153,871	570,151	158,264	66,883	240,197	56,052	16,453	28,272	4,030	-
Professional Fees:											
Accounting/audit fees	35,530	27,291	8,239	2,866	448	3,492	716	269	448	-	-
Legal fees	28,187	20,902	7,285	-	-	-	7,285	-	-	-	-
Other professional fees	367,743	116,389	251,354	19,597	2,565	21,434	4,104	5,739	2,565	195,350	-
Staff Devel. & Training:											
Journals & publications	2,382	631	1,751	725	247	645	67	25	42	-	-
Conferences & conventions	10,676	7,639	3,037	1,961	34	775	54	179	34	-	-
Other Staff Development	45,111	4,112	40,999	4,540	411	34,279	857	366	221	325	-
Occupancy costs:											
Rent	844,688	64,613	780,075	205,368	24,662	447,307	30,829	18,497	46,906	6,506	-
Other Utilities	94,103	8,125	85,978	25,256	3,267	36,590	4,101	2,443	13,516	805	-
Maintenance & repairs	170,099	15,423	154,676	48,607	6,382	69,734	8,154	4,693	15,652	1,454	-
Consumable Supplies:											
Office	15,625	1,054	14,571	5,640	697	5,957	1,114	418	745	-	-
Building/household	47,493	2,808	44,685	12,886	1,713	15,344	2,721	1,286	9,367	1,218	150
Food	40,327	333	39,994	4,740	1,015	5,788	833	312	26,413	587	306
Medical	6,845	438	6,407	2,216	414	2,290	488	673	326	-	-
Other	352,009	27,816	324,193	111,777	17,448	135,807	27,816	10,431	17,385	3,529	-
Depreciation	63,865	4,926	58,939	22,009	3,077	24,009	4,922	1,847	3,075	-	-
Equipment rental	69,725	5,635	64,090	22,267	3,454	27,356	5,484	2,090	3,409	30	-
Equipment maintenance	1,459	72	1,387	537	43	590	83	26	107	1	-
Advertising	9,101	2,515	6,586	2,319	330	2,881	528	198	330	-	-
Printing	14,039	1,070	12,969	4,190	1,088	4,944	850	319	531	1,047	-
Telephone/communications	192,882	12,958	179,924	61,569	25,378	67,631	15,689	5,490	1,498	2,669	-
Postage/shipping	16,697	1,334	15,363	5,335	834	6,502	1,341	500	834	17	-
Transportation:											
Staff	226,730	5,213	221,517	73,941	9,071	75,932	50,040	5,044	5,142	2,347	-
Clients	22,483	-	22,483	2,881	-	1,441	1,547	8,132	8,482	-	-
Assist to Individuals:											
Client services	9,148	-	9,148	3,663	-	3,254	1,438	693	100	-	-
Insurance:											
Malpractice/bonding	44,745	3,580	41,165	14,319	2,237	17,450	3,580	1,342	2,237	-	-
Vehicles	3,361	-	3,361	527	-	810	324	-	1,700	-	-
Comp. Property/liability	107,166	8,573	98,593	34,294	5,358	41,795	8,573	3,215	5,358	-	-
Membership Dues	71,373	57,713	13,660	7,948	3,555	1,156	194	84	698	25	-
Other Expenditures	29,870	29,404	466	166	25	195	40	15	25	-	-
	16,698,887	3,047,737	13,651,150	3,895,729	1,259,041	5,839,414	1,264,959	431,390	678,111	282,050	456
Admin. Allocation	-	(3,047,737)	3,047,737	869,784	281,101	1,303,743	282,422	96,315	151,399	62,973	-
TOTAL PROGRAM EXPENSES	$ 16,698,887	$ -	$ 16,698,887	$ 4,765,513	$ 1,540,142	$ 7,143,157	$ 1,547,381	$ 527,705	$ 829,510	$ 345,023	$ 456

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Seacoast Mental Health Center, Inc
Board of Directors Listing

Diane	Agrodnia-Dorow	Investment/Insurance Advisor
Catherine	Allen	
Anthony	Andronaco	CFO, Vice President and Account Executive of DataRisk
Anthony	Andronaco	Senior Vice President, CFO & Account Executive - Data Risk LLC
Susan	B.R. McLane	College for Lifelong Learning
Hugh	Baver	Senior Territory Manager, IBM
Timothy	Black	Police Officer/Attorney
Mary Ann	Blanchard	
Carole	Bunting	Retired
Thomas	Burbank	DC Health & Co.
Jason	Coleman	Financial Systems Analyst, United States Air Force
Timothy	Connors	Portsmouth Housing Authority
Geraldine	Copeland	
Susan	Craig	Ph.D. - Consultant/Author
Melody	Dahl	Newspaper Editor
Ernest	D'Angelo	
Albert	D'Antonio	District Coordinator, Pike Industries
William	Davis	Comptroller, 157th Air Refueling Wing, NH Air National Guard
Stephen	Dunfey	Writer/Journalist
Charlotte	Duquette	Director, Consumer Alliance
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth
Thomas	Flynn	Judge
D. John	Foley	Foley Industrial Supply
Arthur	Gilcreast	Educator
Joseph	Glandorf	
Timothy	Graff	Operations Officer, United States Air Force
Peter	Griffin	Great Bay Marina
Todd	Hanson	JSA Architects Interior Planners
John	Hoar	NH State Representative

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Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates
Marjorie	Iafolla	Retired
Lindsay	Josephs	Treasurer - Seacoast Consumer Alliance Peer Support Center
Theodore	Keith	
Monica	Kieser	Attorney
First	*Last*	*Employer/Affiliation*
Gary	Marmontello	Apogent Technologies
John	McPhee	Reverend
Ed	Miller	Financial Advisor
Edward	O'Connell	
Deirdre	O'Leary	Artist
John	Pendleton	Attorney, Dwyer, Donovan & Pendleton, P.A.
Jodi	Philpott-Jones	
Scott	Pope	Pope Housing
Rona	Purdy	Retired
Dana	Quinn	New England Signal Systems
Doris	Regan	
Diane	Schaefer	UNH
Patty	Schwartz	Retired
William	Scott	Attorney, Boynton, Waldron, Doleac and Scott, P.A.
Jean	Seavey	
C. G.	Shaffer	Educational Program Planning
Joseph	Shanley	Reak Estate Broker
Gerald	Shattuck	Pediatrician
Robert	Simpson	
Paul	Sorli	Proprietor, Portsmouth Gas Light Company
Nike	Speltz	Retired
Robert	Stomierosky	Consultant
John	Tillinghast	
Arthur	Tufts	
William	Wagner	Janitorial Service
Stephen	Witt	Granite Bank

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Experience

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

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

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

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

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

Staff Psychiatrist
Gaebler Children's Center
Waltham, Massachusetts
1968-1975

Staff Psychiatrist
Metropolitan Hospital
Waltham, Massachusetts
1963-1965

Teaching Appointments

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

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

Appointments

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

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

Education

Graduated Cairo University Medical School
Cairo, Egypt
January, 1957

Rotating Internship
Cairo University Hospital
Cairo, Egypt
1957-1958

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

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

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

Board Certifications

Board Certified in Neurology
Cairo University
Cairo, Egypt
1960

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

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

Licensure

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

Hospital Affiliations

Portsmouth Regional Hospital and Pavilion
Portsmouth, New Hampshire

Exeter Hospital
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)
Brighton, Massachusetts

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

Professional Memberships

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

Publications

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

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

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

"The Importance of Follow-up in Latency" (Gair and Hanna), 1971
Presented at the Ortho-Psychiatry Annual Meeting, 1971

"Imaginary Companion and Superego Development" (Gair and Hanna), 1968
Presented at the Annual Meeting of the American Academy of Child Psychiatry, 1968

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Geraldine A. Couture

Professional Experience

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

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

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

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

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

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

Educational Experience

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

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

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Honors and Awards

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

Membership

National Association of Reimbursement Officers, Past President

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CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Geraldine Couture	President/CEO	187,103	0%	
Wassfy Hanna	Medical Director	123,609	0%	
	Effective Date 01/01/2021			

mac

13

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533
			Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975
			Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Seacoast Mental Health Center, Inc., (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 1145 Sagamore Ave, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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, Paragraph 18, and Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read: ,

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent requirements within the payment standards as release by the New Hampshire

Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources which includes, but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to

read:

2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

2.13.1. Are actively part of the Housing Bridge Subsidy Program.

2.13.2. Have documented housing related needs not being met by other identified resources within the community.

2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

5.2. The performance measures will be designated to evaluate:

5.2.1. Percent of individuals receiving housing services provided in subsection 2.2. of this contract.

5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

5.2.3.1. Individuals who have experienced homelessness;

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

5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/31/2020
Date

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

Seacoast Mental Health Center, Inc.

10/30/2020
Date

DocuSigned by:
Jay Couture
Name: Jay Couture
Title: President and CEO

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

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

OFFICE OF THE ATTORNEY GENERAL

11/1/2020
Date

DocuSigned by:
DSCA8202F32C4AE
Name: Catherine Pinos
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-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Seacoast Mental Health Center, Inc.

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

DS

Contractor Initials

Date 10/30/2020

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14 mac

Jeffrey A. Meyers
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

August 13, 2019

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

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

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

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

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		$2,123,704

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Seacoast Mental Health Center, Inc.		1.4 Contractor Address 1145 Sagamore Avenue Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-431-6703	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Monica F. Kieser		1.12 Name and Title of Contractor Signatory Monica F. Kieser, President - Board of Directors	

1.13 Acknowledgement: State of NH, County of Rockingham

On August 1, 2019 before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

[Seal] Lorraine Mansfield

LORRAINE MANSFIELD
Justice of the Peace - New Hampshire
My Commission Expires February 6, 2024

1.13.2 Name and Title of Notary or Justice of the Peace
Lorraine Mansfield, J.P.

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials MFH
Date 8/1/19

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

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials MPK
Date 8/1/19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials MPV
Date 8/1/19

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

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

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting.

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

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

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

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

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

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

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

Exhibit A

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, whch does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

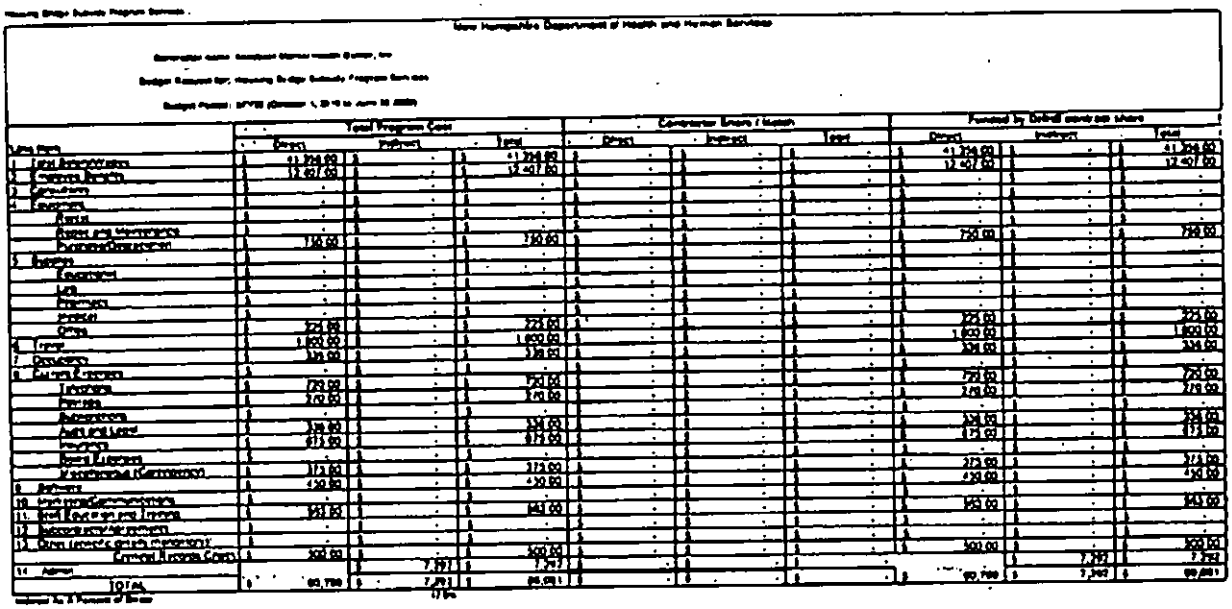

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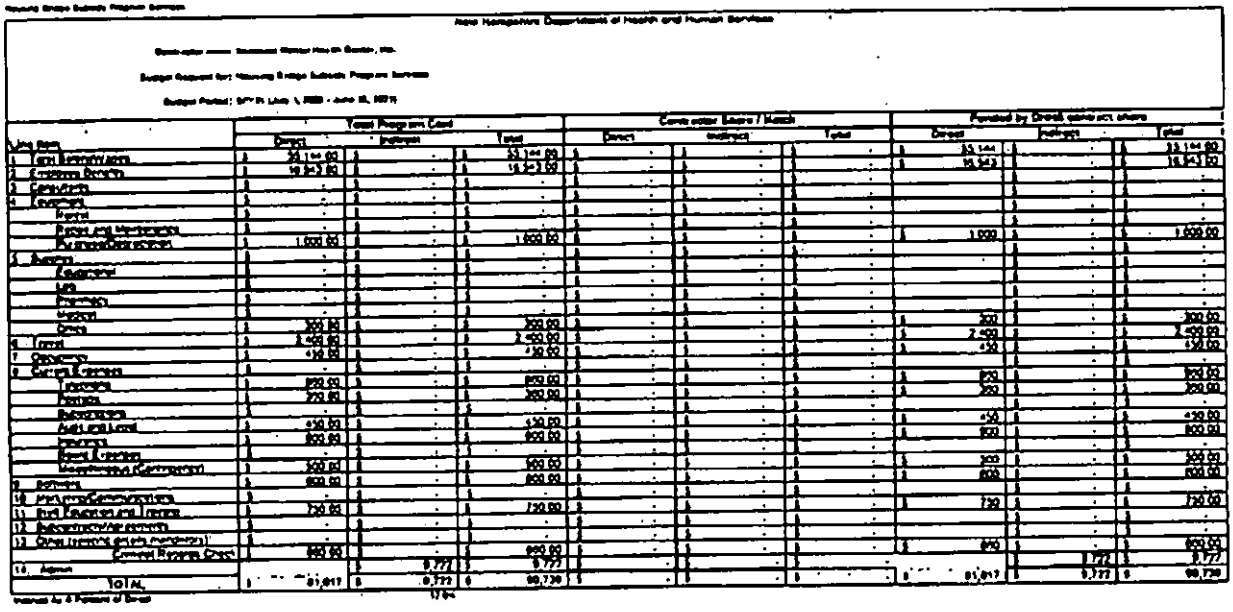
Exhibit B-2 Budget



Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salaries/Wages	$ 33,144.00	$ -	$ 33,144.00	$ -	$ -	$ -	$ 33,144.00	$ -	$ 33,144.00
2. Employee Benefits	$ 15,943.00	$ -	$ 15,943.00	$ -	$ -	$ -	$ 15,943.00	$ -	$ 15,943.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000.00	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400.00	$ -	$ 2,400.00
7. Occupancy	$ 150.00	$ -	$ 150.00	$ -	$ -	$ -	$ 150.00	$ -	$ 150.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
Postage	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 150.00	$ -	$ 150.00	$ -	$ -	$ -	$ 150.00	$ -	$ 150.00
Insurance	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Software Maintenance	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300.00	$ -	$ 300.00
9. Software	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specify details mandatory)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
General Property Costs	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800.00	$ -	$ 800.00
14. Admin	$ -	$ 8,777	$ 8,777	$ -	$ -	$ -	$ -	$ 8,777	$ 8,777
TOTAL	$ 81,917	$ 8,777	$ 90,739	$ -	$ -	$ -	$ 81,917	$ 8,777	$ 90,739

MPK
8/1/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10, Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit 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

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

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.

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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

Vendor Initials MPK
Date 8/1/19

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.

Vendor Name: Seacoast Mental Health Center Inc.

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

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

The Vendor 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:

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Seacoast Mental Health Center dba

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

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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 Vendor 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 Vendor 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.

Vendor Name: Seacoast Mental Health Center Inc.

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

DocuSign Envelope ID: 36D48F21-D62C-47DA-9D69-DAEFA4C66F78

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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	Seacoast Mental Health Center, Inc
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Katja S Fox	Monica F. Kieser
Name of Authorized Representative	Name of Authorized Representative
Director	President Board of Directors
Title of Authorized Representative	Title of Authorized Representative
8/2/19	8/1/19
Date	Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

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

Vendor Name: Seacoast Mental Health Center Inc.

8/1/19
Date

Name: Monica F. Kieser
Title: President, Board of Directors

Vendor Initials MFK
Date 8/1/19

New Hampshire Department of Health and Human Services
Exhibit J

FORM A

As the Vendor 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 DUNS number for your entity is: 188996185

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

   ✓ NO _____ YES

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

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

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

   _____ NO ✓ YES

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

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

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

   Name: _____ Amount: _____

   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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

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

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.

2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

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

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program 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., d/b/a Community Partners of Strafford County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 12, 2020, (Item #13), 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, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022.

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

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

    12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

6/21/2021
Date

DocuSigned by:
Katja Fox
EB9B05B04C69442...
Name: Katja Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc., d/b/a Community Partners of Strafford County

6/18/2021
Date

DocuSigned by:
Kathleen Boisclair
1F158E0E0A8245F...
Name: Kathleen Boisclair,
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

6/21/2021
Date

DocuSigned by:
[signature]
DSCA9202E7D0BE...
Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

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

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

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

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

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

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

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

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

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

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

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

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

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

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

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

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

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

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

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

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

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

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

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

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

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

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

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

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

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

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

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

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

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

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

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

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

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

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

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

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

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

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

5.2. The Contractor shall notify the Department, in writing, each month of:

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

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

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

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

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

6.2.3.1. Individuals who have experienced homelessness;

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

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

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

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

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 16,543	$ -	$ 16,543	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 800	$ -	$ 800	$ -	$ -	$ -	$ 800	$ -	$ 800
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		0.0%							

Contractor Initials K.B.

Date 6/18/2021

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: **0005358975**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April A.D. 2021.

William M. Gardner

Secretary of State

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: **0005359021**

IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 28th day of April A.D. 2021.

William M. Gardner

Secretary of State

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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 Clerk/Secretary/Officer of **Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners**.
(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 18, 2021**, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That **Kathleen Boisclair, 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** 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 **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: 06/18/21

Ann Landry Digitally signed by Ann Landry Date: 2021.06.18 12:16:34 -04'00'

Signature of Elected Officer
Name: Ann Landry
Title: Secretary

DocuSign Envelope ID: 1D87012C-DE53-4D53-B148-197D51C807FC

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 01/29/2021

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	FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101
CONTACT NAME:	Heather Prescott, AINS,CRIS
PHONE (A/C, No, Ext):	(603) 669-3218
FAX (A/C, No):	(603) 645-4331
E-MAIL ADDRESS:	hprescott@crossagency.com
INSURED	Behavioral Health & Developmental Services of Strafford County Inc. DBA: Community Partners 113 Crosby Road, Ste 1 Dover NH 03820

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Ins Co	18058
INSURER B: Granite State Health Care and Human Services SIG	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: 20-21 w/21-22 WC REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC [X] OTHER: Professional Liability			PHPK2201387	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							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
A	AUTOMOBILE LIABILITY [X] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY			PHPK2201387	11/01/2020	11/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [X] RETENTION $ 10,000			PHUB744713	11/01/2020	11/01/2021	EACH OCCURRENCE	$ 5,000,000
							AGGREGATE	$ 5,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20210000393 3A: NH	02/01/2021	02/01/2022	[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
A	Directors & Officers Liability			PHSD1586210	11/01/2020	11/01/2021	Limit of insurance	$ 5,000,000

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

Confirmation of Coverage.

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 Gravin

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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 our clients and their families 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.

Community Partners
Behavioral Health & Developmental Services of Strafford County, Inc.

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BerryDunn

[redacted]

COMMUNITY PARTNERS
Behavioral Health & Developmental Services of Stratford County

CONSOLIDATED FINANCIAL STATEMENTS

and

SUPPLEMENTARY INFORMATION

June 30, 2020 and 2019

With Independent Auditor's Report

[redacted]

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BerryDunn

INDEPENDENT AUDITOR'S REPORT

Board of Directors
Behavioral Health & Developmental Services of Strafford County, Inc.
d/b/a Community Partners and Subsidiaries

We have audited the accompanying consolidated financial statements of Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners and Subsidiaries (the Organization), which comprise the consolidated statements of financial position as of June 30, 2020 and 2019, 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.

Management's Responsibility for the Consolidated Financial Statements

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes 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.

Auditor's Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

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Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Organization, as of June 30, 2020 and 2019, 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.

Other Matters

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 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 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 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. generally accepted auditing standards. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole

Changes in Accounting Principles

As discussed in Note 1 to the consolidated financial statements, the Organization adopted Financial Accounting Standards Board (FASB) Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*, and FASB ASU No. 2018-08, *Clarifying the Scope of the Accounting Guidance for Contributions Received and Contributions Made*, during the year ended June 30, 2020. Our opinion is not modified with respect to these matters.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 3, 2020

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Financial Position

June 30, 2020 and 2019

	2020	2019
ASSETS		
Cash and cash equivalents	$ 6,801,286	$ 4,023,971
Restricted cash	112,525	112,436
Accounts receivable, net of allowance for doubtful accounts	2,092,725	1,171,501
Grants receivable	591,940	162,264
Prepaid expenses	485,267	401,402
Property and equipment, net	2,231,627	2,118,838
Total assets	$12,315,370	$ 7,990,412
LIABILITIES AND NET ASSETS		
Liabilities		
Accounts payable and accrued expenses	$ 2,842,555	$ 2,540,469
Estimated third-party liability	1,031,569	1,202,701
Operating lease payable	72,230	40,785
Loan fund	89,562	89,473
Notes payable	4,159,036	884,773
Total liabilities	8,194,952	4,758,201
Net assets		
Net assets without donor restrictions	4,018,670	3,232,211
With donor restrictions	101,748	-
Total net assets	4,120,418	3,232,211
Total liabilities and net assets	$12,315,370	$ 7,990,412

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

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Activities

Years Ended June 30, 2020 and 2019

	2020	2019
Changes in net assets without donor restrictions		
Public support and revenue		
Medicaid revenue	$31,378,211	$29,163,571
Medicare revenue	175,540	196,444
Client resources	2,176,062	1,934,005
Contract revenue	1,632,156	1,546,526
Grant income	1,700,264	1,111,668
Interest income	37,074	8,454
Other program revenue	1,340,942	722,753
Public support	119,432	123,304
Other revenue	736,918	198,539
Total public support and revenue	39,296,599	35,005,264
Expenses		
Program services		
Case management	1,040,686	1,041,170
Day programs and community support	5,160,769	5,034,457
Early support services and youth and family	4,513,949	4,196,063
Family support	643,257	634,699
Residential services	12,328,472	10,799,339
Consolidated services	4,023,490	3,599,405
Adult services	2,899,359	2,665,698
Emergency services	660,072	654,437
Other	3,730,957	2,655,420
Total program expenses	35,001,011	31,280,688
Supporting services		
General management	3,509,129	3,438,646
Total expenses	38,510,140	34,719,334
Change in net assets without donor restrictions	786,459	285,930
Changes in net assets with donor restrictions		
Grants and contributions	101,748	-
Change in net assets	888,207	285,930
Net assets, beginning of year	3,232,211	2,946,281
Net assets, end of year	$ 4,120,418	$ 3,232,211

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

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2020

	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	$ 896,389	$ 4,040,408	$ 5,011,919	$ 290,657	$ 13,303,054	$ 4,340,039	$ 3,205,815	$ 55,509	$ 234,411	$ 31,378,211	$ -	$ 31,378,211
Medicare revenue	-	8,483	-	-	-	-	141,878	-	25,179	175,540	-	175,540
Client resources	25,855	39,957	729,354	-	1,105,531	25,847	157,206	23,514	68,798	2,176,062	-	2,176,062
Contract revenue	66,692	288,211	441,695	76,179	32,307	46,470	3,554	212,777	313,940	1,479,825	152,331	1,632,156
Grant income	6,530	25,185	82,068	19,116	-	1,529	58,420	1,553	1,497,990	1,692,391	7,873	1,700,264
Interest income	-	13	-	-	-	-	-	-	26	38	37,035	37,074
Other program revenue	-	18,551	27,420	-	-	-	-	-	1,284,784	1,330,755	10,187	1,340,942
Public support	13,673	2,702	10,497	15,378	-	-	28	-	72,917	115,195	4,237	119,432
Other revenue	700	63,080	31,765	-	468,093	60,300	41,577	1,500	41,775	708,790	28,128	736,918
Total public support and revenue	1,009,839	4,484,590	6,334,718	401,340	14,908,985	4,474,185	3,608,478	294,853	3,539,820	39,056,808	239,791	39,296,599
Expenses												
Salaries and wages	639,373	2,554,260	2,877,014	200,501	1,308,697	1,617,524	2,040,948	279,097	1,938,557	13,455,971	2,370,206	15,826,177
Employee benefits	154,673	679,863	612,719	54,696	310,437	109,780	116,426	53,131	613,305	2,705,030	435,661	3,140,691
Payroll taxes	46,388	195,495	212,631	15,114	95,342	121,480	110,368	20,826	168,279	985,721	158,453	1,144,174
Contracted substitute staff	-	5,911	7,231	-	-	-	590	-	-	13,732	17,248	30,980
Client treatment services	15,137	312,089	123,575	245,525	4,512,831	1,860,360	153,011	-	5,756	7,228,084	2,598	7,230,682
Professional fees and consultants	27,583	55,606	138,495	10,581	37,226	12,644	109,920	257,144	190,682	850,081	140,722	990,803
Subcontractors	-	515,479	-	-	5,771,343	80,269	-	-	-	6,367,091	-	6,367,091
Staff development and training	5,479	12,727	39,293	1,090	2,281	6,746	12,841	4,509	12,427	97,393	31,198	128,591
Rent	-	98,205	97,824	-	36,364	-	72,390	7,123	70,446	382,352	18,932	401,284
Utilities	8,347	44,653	19,777	1,320	16,041	2,118	20,549	4,697	22,150	139,652	21,906	161,558
Building maintenance and repairs	11,993	60,501	47,325	1,984	23,574	3,182	36,498	1,886	162,881	349,824	26,844	376,668
Other occupancy costs	9,081	84,201	35,347	1,436	12,844	2,304	21,901	-	43,925	211,039	6,664	217,703
Office	11,725	57,304	49,229	2,703	17,000	4,538	25,310	3,481	54,752	226,042	61,357	287,399
Building and housing	3,105	18,038	8,750	536	6,874	924	6,140	704	20,116	65,187	12,953	78,140
Client consumables	491	24,732	848	2,988	20,363	49,141	1,654	21	43,060	143,299	1,211	144,510
Medical	-	351	480	-	104	-	429	67	3,587	5,018	135	5,153
Equipment maintenance	22,946	74,773	83,469	4,566	28,705	7,312	48,518	6,917	42,843	319,249	60,942	380,191
Depreciation	16,007	73,255	42,230	3,723	31,828	5,956	17,412	2,358	42,480	235,229	30,559	265,788
Advertising	236	2,366	2,195	361	1,200	961	1,510	114	972	9,915	1,622	11,537
Printing	-	139	-	-	-	-	-	-	-	139	687	826
Telephone and communications	20,929	45,411	43,448	3,577	11,433	5,502	33,071	3,779	35,428	202,576	49,661	252,237
Postage and shipping	994	5,371	4,708	225	1,923	360	3,805	609	7,436	25,431	3,513	28,944
Transportation	10,325	148,468	19,723	2,440	49,187	109,894	21,328	513	32,897	394,755	8,040	402,795
Assistance to individuals	27,034	4,643	4,496	87,716	3,402	19,011	3,044	407	30,503	180,256	3,842	184,098
Insurance	8,419	82,016	41,173	1,852	25,208	2,980	37,730	3,745	28,145	231,278	36,622	267,900
Membership dues	23	1,198	749	5	46	9	3,236	11	108,614	113,891	3,723	117,614
Interest	398	3,714	1,221	308	4,439	495	732	33	16,737	28,077	2,780	30,857
Other	-	-	-	-	-	-	-	-	34,699	34,699	1,050	35,749
Total expenses	1,040,686	5,160,789	4,513,949	643,257	12,328,472	4,023,490	2,899,359	660,972	3,730,957	35,001,011	3,509,129	38,510,140
(Decrease) increase in net assets without restrictions	$ (30,847)	$ (676,179)	$ 1,820,769	$ (241,917)	$ 2,580,513	$ 450,695	$ 709,119	$ (365,219)	$ (191,137)	$ 4,055,797	$ (3,269,338)	$ 786,459

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

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statement of Functional Revenue and Expenses Without Donor Restrictions

Year Ended June 30, 2019

	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	$ 906,600	$ 4,143,493	$ 4,260,603	$ 305,762	$ 12,217,725	$ 3,856,075	$ 3,197,558	$ 45,653	$ 230,102	$ 29,163,571	$ -	$ 29,163,571
Medicare revenue	-	18,238	-	-	-	-	158,215	-	19,991	196,444	-	196,444
Client resources	61,044	62,667	528,823	-	1,042,019	23,156	126,198	28,324	61,774	1,934,005	-	1,934,005
Contract revenue	105,269	308,584	404,433	76,279	19,928	46,470	700	178,823	199,984	1,340,470	206,056	1,546,526
Grant income	15,030	75,112	84,404	27,048	-	1,500	62,679	4,238	837,657	1,107,668	4,000	1,111,668
Interest income	-	-	-	-	-	-	-	-	-	-	8,454	8,454
Other program revenue	-	47,510	26,280	-	-	-	-	-	642,092	715,882	6,871	722,753
Public support	12,575	8,503	17,150	16,115	-	2,897	2,425	-	60,648	118,313	4,991	123,304
Other revenue	164	200	265	-	24,411	-	11,225	-	13,910	50,175	148,364	198,539
Total public support and revenue	1,100,682	4,662,307	5,321,958	425,204	13,304,083	3,930,098	3,559,000	257,038	2,066,158	34,626,528	378,736	35,005,264
Expenses												
Salaries and wages	618,554	2,591,978	2,645,376	153,744	1,186,741	1,574,896	1,882,810	262,726	1,339,135	12,255,962	2,225,787	14,481,749
Employee benefits	155,689	725,683	618,235	43,641	286,380	114,976	206,739	57,444	425,053	2,633,840	502,190	3,136,030
Payroll taxes	45,086	205,829	194,655	11,761	86,697	119,265	98,181	19,156	116,098	896,728	152,858	1,049,586
Contracted substitute staff	-	7,196	-	-	-	-	-	-	-	7,196	2,898	10,094
Client treatment services	25,457	59,794	117,396	300,788	4,080,658	1,478,666	61,871	-	13,638	6,138,268	31	6,138,299
Professional fees and consultants	36,609	59,399	106,819	7,212	102,207	14,046	81,569	274,494	70,392	752,847	90,707	843,554
Subcontractors	-	420,214	-	-	4,656,701	49,090	-	-	-	5,126,005	-	5,126,005
Staff development and training	2,207	18,017	17,066	4,437	3,165	4,499	8,656	1,060	6,381	64,488	79,033	143,521
Rent	-	99,754	93,461	-	35,450	-	70,190	7,524	51,079	357,458	19,212	376,670
Utilities	9,370	55,250	23,008	1,492	18,311	2,346	11,916	5,911	88,105	215,709	29,978	245,685
Building maintenance and repairs	14,556	71,509	43,135	2,340	50,693	3,920	21,130	533	127,740	335,556	19,436	354,992
Other occupancy costs	4,994	55,787	21,158	798	9,012	1,244	9,299	-	29,422	131,714	8,581	140,295
Office	10,417	64,185	56,780	2,411	21,475	4,191	31,606	4,850	51,698	247,593	87,522	335,115
Building and housing	3,575	15,656	8,170	722	6,394	925	4,136	578	8,883	47,237	8,711	55,948
Client consumables	949	28,368	6,315	2,997	20,369	48,309	3,694	62	11,678	122,841	1,450	124,291
Medical	-	1,389	538	-	178	-	639	74	621	3,439	272	3,711
Equipment maintenance	15,857	50,227	45,332	2,687	21,975	5,603	30,933	3,822	16,895	193,431	40,445	233,876
Depreciation	30,694	152,835	79,473	5,581	69,061	14,998	40,071	5,865	24,080	422,658	59,430	482,088
Advertising	237	1,049	1,788	25	412	67	723	58	189	4,548	1,281	5,829
Printing	-	31	366	-	-	-	82	12	30	521	845	1,366
Telephone and communications	17,280	40,314	38,423	3,011	9,469	4,559	27,879	3,866	23,495	168,396	40,737	209,133
Postage and shipping	823	5,115	4,727	147	1,817	394	3,928	636	4,414	22,051	1,740	23,791
Transportation	13,906	217,589	31,547	4,005	88,089	110,411	29,107	1,822	26,433	522,709	15,396	538,105
Assistance to individuals	23,822	2,555	3,429	84,929	15,494	42,055	1,234	182	28,885	202,385	4,565	206,950
Insurance	8,781	78,150	36,307	1,596	25,423	4,291	33,316	3,588	12,620	204,072	30,636	234,708
Membership dues	22	2,033	104	4	49	10	3,971	11	104,765	110,969	4,081	115,050
Interest	2,285	5,844	2,161	371	3,119	622	818	115	6,569	21,904	3,617	25,521
Other	-	507	214	-	-	20	-	-	69,322	70,063	7,209	77,272
Total expenses	1,041,170	5,034,457	4,196,063	634,699	10,799,339	3,599,405	2,665,698	654,437	2,655,420	31,280,688	3,438,646	34,719,334
Increase (decrease) in net assets without restrictions	$ 59,512	$ (372,150)	$ 1,125,895	$ (209,495)	$ 2,504,744	$ 330,693	$ 893,302	$ (397,399)	$ (589,262)	$ 3,345,840	$ (3,059,910)	$ 285,930

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

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidated Statements of Cash Flows

Years Ended June 30, 2020 and 2019

	2020	2019
Cash flows from operating activities		
Change in net assets	$ 888,207	$ 285,930
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	265,788	482,088
Change in allowance for doubtful accounts	50,900	20,859
Increase in		
Accounts receivable	(972,124)	(303,973)
Grants receivable	(429,676)	(104,042)
Prepaid expenses	(83,865)	(21,843)
Increase (decrease) in		
Accounts payable and accrued expenses	302,086	405,683
Estimated third-party liability	(171,132)	81,650
Operating lease payable	31,445	40,785
Loan fund	89	90
Net cash (used) provided by operating activities	(118,282)	887,227
Cash flows from investing activities		
Acquisition of property and equipment	(378,577)	(536,486)
Cash flows from financing activities		
Proceeds from long-term borrowings	3,464,095	300,000
Principal payments on long-term borrowings	(189,832)	(261,109)
Net cash provided by financing activities	3,274,263	38,891
Net increase in cash, cash equivalents and restricted cash	2,777,404	389,632
Cash, cash equivalents and restricted cash, beginning of year	4,136,407	3,746,775
Cash, cash equivalents and restricted cash, end of year	$ 6,913,811	$ 4,136,407
Reconciliation of cash, cash equivalents and restricted cash, end of year:		
Cash and cash equivalents	$ 6,801,286	$ 4,023,971
Restricted cash	112,525	112,436
	$ 6,913,811	$ 4,136,407

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

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Nature of Activities

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners (Community Partners) is a New Hampshire nonprofit corporation providing a wide range of community-based services (see consolidated statement of functional revenue and expenses 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:

	2020	2019
Funds received	$ 153,805	$ 58,259
Funds disbursed	38,327	40,064
	$ 115,478	$ 18,195

The Foundation has received and disbursed the following funds since its inception in 2007:

Funds received	$ 582,844
Funds disbursed	355,700
	$ 227,144

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 the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Newly Adopted Accounting Principles and Reclassifications

During 2020, the Organization adopted FASB Accounting Standards Update (ASU) No. 2016-18, *Restricted Cash*. This ASU requires an entity to present restricted cash with cash and cash equivalents on the consolidated statement of cash flows, rather than reporting the change as operating activities. A reconciliation of the cash and cash equivalents and amounts generally described as restricted cash in the consolidated statement of cash flow to the consolidated statement of financial position is also required. The impact of adoption to the consolidated statement of cash flows for the year ended June 30, 2019 is an increase in cash used from operating activities of $19,011 and an increase to cash, cash equivalents and restricted cash, beginning of year of $93,425.

In July 2018, FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*, to clarify and improve the accounting guidance for contributions received and contributions made. The amendments in this ASU assist entities in (1) evaluating whether transactions should be accounted for as contributions (nonreciprocal transactions) within the scope of FASB ASC Topic 958, *Not-for-Profit Entities*, or as exchange (reciprocal) transactions subject to other accounting guidance, and (2) distinguishing between conditional contributions and unconditional contributions. This ASU was adopted by the Organization during the year ended June 30, 2020 and is reflected in the accompanying consolidated financial statements. Adoption of the ASU did not have a material impact on the Organization's financial reporting.

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 its 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. 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.

Contributions

Contributions are considered to be available for use unless specifically restricted by the donor. Amounts received that are designated for future periods or restricted by the donor for a specific purpose are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions. When a restriction expires, net assets with donor restrictions are reclassified to net assets without donor restrictions and reported in the consolidated statement of activities 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.

Income Taxes

The Organization is exempt from federal 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, 2020 and 2019.

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 balances outstanding at year-end. Management provides for probable uncollectible accounts after considering each category of receivable individually, and estimates an allowance according to the nature of the receivable. Allowances 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. As of June 30, 2020 and 2019, allowances were recorded in the amount of $487,805 and $436,905, respectively.

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 amortize 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

Estimated Third-Party Liability

The Organization's estimated third-party liability consists of funds received in advance for services to be performed at a later date, amounts due to Medicaid and estimated amounts due to Medicaid from eligibility, certification and other audits, and certain pass-through funds.

Functional Allocation of Expenses

The Organization's expenses are presented on a functional basis, showing basic program activities and support services. The Organization allocates expenses based on the organizational cost centers in which expenses are incurred. In certain instances, expenses are allocated between support functions and program services based on personnel time and space utilized for the related services.

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 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 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 and the generation of positive cash from operations for fiscal year 2020 and 2019.

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:

	2020	2019
Cash and cash equivalents	$ 6,699,538	$ 4,023,971
Accounts receivable, net	2,092,725	1,171,501
Grants receivable	591,940	162,264
Financial assets available to meet general expenditures within one year	$ 9,384,203	$ 5,357,736

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, 2020 and 2019, the Organization held cash totaling $89,562 and $89,473, 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, 2020 and 2019, the Organization held cash totaling $22,963, which was restricted for this program. A corresponding amount has been recorded as a liability.

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4. Property and Equipment

Property and equipment consisted of the following:

	2020	2019
Land and buildings	$ 2,218,893	$ 2,218,893
Building improvements	2,106,939	1,818,475
Vehicles	860,237	844,502
Equipment and furniture	2,939,058	2,909,242
	8,125,127	7,791,112
Less accumulated depreciation	5,893,500	5,672,274
	$ 2,231,627	$ 2,118,838

5. Line 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 0.5%-1% over the bank's stated index, which was 4.25% at June 30, 2020. The Organization is required to annually observe 30 consecutive days without an outstanding balance. At June 30, 2020 and 2019, there was no outstanding balance on the 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 .5% over the Federal Home Loan Bank of Boston (FHLB) five-year index through October 6, 2019, at which time it increased to 1.75% over the FHLB index, which was 3.75% at June 30, 2020. The line of credit has a maturity date of October 6, 2024. At June 30, 2020 and 2019, there was no outstanding balance on the line of credit.

6. Notes Payable

Notes payable consisted of the following:

	2020	2019
Note payable to a bank, payable in monthly installments of $4,029, including interest at 3.92%, through July 2022; collateralized by certain real estate. The note is a participating loan with the New Hampshire Health and Education Facilities Authority (NHHEFA).	$ 95,635	$ 139,608

Note payable to a bank, paid in full during 2020.	-	29,961
Note payable to NHHEFA, payable in monthly installments of $3,419, including interest at 1.00%, paid in 2020.	**44,249**	74,560
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.	**96,413**	111,028
Note payable to a bank, payable in monthly principal and interest payments totaling $2,413 are due through February 2023; the note bears interest at 4.50%; collateralized by all assets.	**63,379**	90,940
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.	**124,756**	142,559
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.	**272,136**	296,117
Note payable to a bank, payable in monthly installments totaling $789, including interest at 7.69%, through March 2025; collateralized by a certain vehicle.	**37,468**	-
Non-interest bearing note payable to the State of New Hampshire, Department of Health and Human Services (DHHS). A portion or all of the note payable will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid 180 days after the expiration of the State of Emergency declared by Governor of New Hampshire. Subsequent to June 30, 2020, the State of Emergency was extended through August 7, 2020. Management intends to apply for forgiveness once it becomes available. This loan is unsecured, but is guaranteed by the U.S. Small Business Administration.	**50,000**	-

Payroll Protection Program (PPP) loan to a Bank borrowed in April 2020. A portion or all of the PPP loan will be forgiven if the Organization meets certain requirements. Any amount not forgiven is to be repaid over two years at a fixed interest rate of 1%. Management intends to apply for forgiveness once it becomes available. At June 30, 2020, the Organization has not yet applied for forgiveness. This loan is unsecured.	3,375,000	-
	$ 4,159,036	$ 884,773

The scheduled maturities of long-term debt are as follows:

2021	$ 1,336,614
2022	1,847,393
2023	652,928
2024	77,240
2025	76,593
Thereafter	168,268
	$ 4,159,036

Cash paid for interest approximates interest expense.

7. Commitments and Contingencies

Operating Leases

The Organization leases various office facilities and equipment under operating lease agreements. Expiration dates range from August 2018 through March 2033. Total rent expense charged to operations was $401,284 in 2020 and $376,670 in 2019.

Future minimum operating lease payments are as follows:

2021	$ 426,200
2022	401,560
2023	384,589
2024	347,614
2025	283,355
Thereafter	2,211,640
	$ 4,054,958

Litigation

The Organization is involved in litigation from time to time arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Organization's future financial position or results of operations.

8. Concentrations

For the years ended June 30, 2020 and 2019, approximately 80% and 83%, respectively, of public support and revenue of the Organization was derived from Medicaid. The future existence of the Organization is dependent upon continued support from Medicaid.

Accounts receivable due from Medicaid were as follows:

	2020	2019
Developmental Services	$ 1,532,231	$ 681,243
Behavioral Health Services	82,757	133,889
	$ 1,614,988	$ 815,132

In order for the Developmental Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, 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 2022.

In order for the Behavioral Health Services division of the Organization to receive this support, it must be formally approved by the State of New Hampshire, 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 2021.

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 2020 and 2019, the Organization made an additional discretionary contribution equal to 1% of each eligible employee's salary. Total costs incurred for the plan during the year ended June 30, 2020 were $404,476 and during the year ended June 30, 2019 were $377,307. The total expense for the year ended June 30, 2020 for the Developmental Services division was $241,646, and for the Behavioral Health Services division was $162,830. The total expense for the year ended June 30, 2019 for the Developmental Services division was $226,774, and for the Behavioral Health Services division was $150,533.

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 November 3, 2020, which is the date that the consolidated financial statements were available to be issued.

11. Uncertainty

On March 11, 2020, the World Health Organization declared coronavirus disease (COVID-19) a global pandemic. Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group gatherings. Most sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement. The Coronavirus Preparedness and Response Supplemental Appropriations Act of 2020 provides several relief measures to allow flexibility to providers to deliver critical care. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and additional government actions to mitigate them. Accordingly, while management expects this matter to impact operating results, the related financial impact and duration cannot be reasonably estimated.

The U.S. government has responded with three phases of relief legislation, as a response to the COVID-19 outbreak. Recent legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, and 3) delays due dates for employer payroll taxes and estimated tax payments for organizations. Management has evaluated the impact of the CARES Act on the Organization, including its potential benefits and limitations that may result from additional funding.

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SUPPLEMENTARY INFORMATION

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Financial Position

June 30, 2020 and 2019

	2020						2019					
	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	$ 4,852,149	$ 1,822,616	$ 1,125	$ 125,396	$ -	$ 6,801,286	$ 2,426,960	$ 1,484,207	$ 1,138	$ 111,666	$ -	$ 4,023,971
Restricted cash	112,525	-	-	-	-	112,525	112,436	-	-	-	-	112,436
Accounts receivable, net of allowance for doubtful accounts	1,754,753	732,514	34	101,748	(496,324)	2,092,725	939,082	718,471	76	-	(486,128)	1,171,501
Grants receivable	319,109	272,831	-	-	-	591,940	18,998	143,266	-	-	-	162,264
Prepaid expenses	267,588	217,679	-	-	-	485,267	222,496	178,906	-	-	-	401,402
Interest in net assets of subsidiaries	225,181	-	-	-	(225,181)	-	109,646	-	-	-	(109,646)	-
Property and equipment, net	1,883,374	348,253	-	-	-	2,231,627	1,746,611	372,227	-	-	-	2,118,838
Total assets	$ 9,414,679	$ 3,393,893	$ 1,159	$ 227,144	$ (721,505)	$ 12,315,370	$ 5,576,229	$ 2,897,077	$ 1,214	$ 111,666	$ (595,774)	$ 7,990,412
LIABILITIES AND NET ASSETS (DEFICIT)												
Liabilities												
Accounts payable and accrued expenses	$ 2,705,799	$ 629,958	$ 3,122	$ -	$ (496,324)	$ 2,842,555	$ 2,479,415	$ 543,949	$ 3,233	$ -	$ (486,128)	$ 2,540,469
Estimated third-party liability	662,676	368,893	-	-	-	1,031,569	754,211	448,490	-	-	-	1,202,701
Operating lease payable	17,884	54,346	-	-	-	72,230	10,098	30,687	-	-	-	40,785
Loan fund	89,562	-	-	-	-	89,562	89,473	-	-	-	-	89,473
Notes payable	4,114,787	44,249	-	-	-	4,159,036	810,213	74,560	-	-	-	884,773
Total liabilities	7,590,708	1,097,446	3,122	-	(496,324)	8,194,952	4,143,410	1,097,686	3,233	-	(486,128)	4,758,201
Net assets (deficit)												
Net assets (deficit) without donor restrictions	1,722,223	2,296,447	(1,963)	125,396	(123,433)	4,018,670	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
With donor restrictions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Total net assets (deficit)	1,823,971	2,296,447	(1,963)	227,144	(225,181)	4,120,418	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211
Total liabilities and net assets (deficit)	$ 9,414,679	$ 3,393,893	$ 1,159	$ 227,144	$ (721,505)	$ 12,315,370	$ 5,576,229	$ 2,897,077	$ 1,214	$ 111,666	$ (595,774)	$ 7,990,412

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BEHAVIORAL HEALTH & DEVELOPMENTAL SERVICES OF STRAFFORD COUNTY, INC. D/B/A COMMUNITY PARTNERS AND SUBSIDIARIES

Consolidating Statements of Activities

Years Ended June 30, 2020 and 2019

	2020						2019					
	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	$ 23,676,343	$ 7,802,868	$ -	$ -	$ -	$ 31,378,211	$ 22,008,443	$ 7,155,128	$ -	$ -	$ -	$ 29,163,571
Medicare revenue	-	176,540	-	-	-	176,540	-	196,444	-	-	-	196,444
Client resources	1,583,678	592,384	-	-	-	2,176,062	1,503,668	430,337	-	-	-	1,934,005
Contract revenue	675,812	956,344	-	-	-	1,632,156	683,560	862,966	-	-	-	1,546,526
Grant income	278,171	1,422,093	-	-	-	1,700,264	302,778	808,890	-	-	-	1,111,668
Interest income	21,184	15,890	-	-	-	37,074	4,289	4,165	-	-	-	8,454
Other program income	1,340,942	-	-	-	-	1,340,942	722,753	-	-	-	-	722,753
Public support	65,464	2,647	-	51,321	-	119,432	55,233	9,905	-	58,166	-	123,304
Other revenue	681,502	68,411	9,060	736	(22,791)	736,918	53,570	163,070	9,057	93	(27,251)	198,539
Total public support and revenue	28,222,096	11,036,177	9,060	52,057	(22,791)	39,296,599	25,334,294	9,630,905	9,057	58,259	(27,251)	35,005,264
Expenses												
Program services												
Case management	1,040,686	-	-	-	-	1,040,686	1,041,170	-	-	-	-	1,041,170
Day programs and community support	4,169,526	991,243	-	-	-	5,160,769	4,117,219	917,238	-	-	-	5,034,457
Early support services and youth and family	1,892,618	2,621,331	-	-	-	4,513,949	1,614,339	2,581,724	-	-	-	4,196,063
Family support	643,257	-	-	-	-	643,257	634,699	-	-	-	-	634,699
Residential services	12,328,472	-	-	-	-	12,328,472	10,799,339	-	-	-	-	10,799,339
Consolidated services	4,023,490	-	-	-	-	4,023,490	3,599,405	-	-	-	-	3,599,405
Adult services	212,701	2,686,658	-	-	-	2,899,359	123,658	2,542,040	-	-	-	2,665,698
Emergency services	-	660,072	-	-	-	660,072	-	654,437	-	-	-	654,437
Other	1,709,045	1,983,585	9,004	38,327	(9,004)	3,730,957	1,133,366	1,481,990	9,164	40,064	(9,164)	2,655,420
Total program expenses	26,019,795	8,942,889	9,004	38,327	(9,004)	35,001,011	23,063,195	8,177,429	9,164	40,064	(9,164)	31,280,688
Supporting services												
General management	1,912,897	1,596,232	-	-	-	3,509,129	1,916,368	1,522,278	-	-	-	3,438,646
Total expenses	27,932,692	10,539,121	9,004	38,327	(9,004)	38,510,140	24,979,563	9,699,707	9,164	40,064	(9,164)	34,719,334
Change in net assets (deficit) without donor restrictions	289,404	497,056	56	13,730	(13,787)	786,459	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Changes in net assets with donor restrictions												
Grants and contributions	101,748	-	-	101,748	(101,748)	101,748	-	-	-	-	-	-
Change in net assets (deficit)	391,152	497,056	56	115,478	(116,535)	888,207	354,731	(68,802)	(107)	18,195	(18,087)	285,930
Net assets (deficit), beginning of year	1,432,819	1,799,391	(2,019)	111,666	(109,646)	3,232,211	1,078,088	1,868,193	(1,912)	93,471	(91,559)	2,946,281
Net assets (deficit), end of year	$ 1,823,971	$ 2,296,447	$ (1,963)	$ 227,144	$ (225,181)	$ 4,120,418	$ 1,432,819	$ 1,799,391	$ (2,019)	$ 111,666	$ (109,646)	$ 3,232,211

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Community Partners
BOARD OF DIRECTORS 2020-2021

PRESIDENT
Kathleen Boisclair **(Joined 9/25/12)**

TREASURER
Anthony Demers **(Joined 01/20/15)**

VICE PRESIDENT
Wayne Goss **(Joined 1/28/14)**

SECRETARY
Ann Landry **(Joined 08/23/2005)**

Ken Muske **(Joined 03/05/02)**	Kerri Larkin (C) **(Joined 11/23/10)**	Bryant Hardwick **(Joined 2/22/11)**
Kristine Baber **(Joined 4/26/13)**	Judge Daniel Cappiello **(Joined 03/22/14)**	Tracy Hayes **(Joined 12/15/15)**
Sharon Reynolds **(Joined 8/23/16)**	Phillip Vancelette **(Joined 5/31/17)**	Gary Gletow **(Joined 10/23/18)**
Paula McWilliam **(Joined 12/18/18)**	Mark Santoski **(Joined 9/24/19)**	Margaret (Maggie) Wallace **(Joined 9/24/19)**

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BRIAN J. COLLINS

Summary:
A seasoned Executive Director with broad experience in managing complex nonprofit organizations; manages with a hands-on, approachable style and a strong, mission-driven value system.

Experience:

1995 - Present **Executive Director**
Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, NH

CEO of a designated regional Area Agency for Developmental Disabilities and Community Mental Health Center serving over 3200 people with 350 staff and $25 million budget; implemented needed programmatic changes stemming from long-term financial losses, including negative fund balances; vastly improved quality outcomes after assuming the position in 1995; report to a 15 member Board of Directors.

- Turned around agency's $324K negative total net assets upon arrival to $3.6 million positive total net assets today.
- Successfully implemented corrective administrative measures, resulting in removal of conditions imposed by the State of NH as a result of the impeding bankruptcy coupled with unsatisfactory programming through FY95.
- Provided 150 new services to waitlist consumers during the first 4 years with no additional resources.
- Merged a bankrupt mental health center into organization in 2001, creating one of only two organizational models in New Hampshire.
- Expanded agency mission, including becoming a Partners in Health site serving children with chronic illness and their families, running State-wide loan program for families with chronically ill members and expanded business office operations through contractual means with other not for profit organizations.
- Statewide Leadership role as a founder of both the Community Support Network Inc., a trade organization for the Area Agency system, and the NH Community Behavioral Health Association, a trade organization for the mental health system.
- Regional leader in a variety of social service organizations and associations that advance human service causes including chronic illness, elder services, supporting families of children with chronic illness, mental health court, sexual assault victims, employment for people with disabilities and work with schools and pre-schools.

Area Agency responsibilities include Early Supports and Services for children birth-three, Family Support Services for all families of children with disabilities (including respite,

parent to parent, transition supports, benefits application assistance, support groups, clinical education), Adult Services including Service Coordination, employment and day habilitation, residential, community and in-home supports, contract administration of provider organizations, consumer directed programs.

Community Mental Health Centers serve individuals with severe and persistent mental illness including psychiatry, case management, community functional supports, therapy,

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and medication management. For children and families this includes an at risk category, but the same types of intervention as for adults, providing 24 hour/7 day emergency services, working in local hospitals assessing at risk to the individual or the community.

1989 - 1995 **Executive Director**
The Plus Company, Nashua, NH

Chief Executive Officer of a non-profit human service agency serving over 150 people with disabilities in New Hampshire and Massachusetts. Agency provides residential, vocational, and medical supports in over 50 locations. Agency employs 125 staff with a total budget of $4.5 million. Report to a 15 member Board of Directors.

- Eliminated debt service after Agency had lost $500,000 over a prior five-year period. Agency's surplus exceeded $600,000 over five year tenure.
- Increased operational budget over $1 million. Contract with 25 funding streams, which include three states, numerous non-profit agencies, school systems, and private companies.
- Eliminated the need for a sheltered workshop by developing community jobs and individualized day options for over 75 consumers. Negotiated the sale of the sheltered workshop building and relocated the agency headquarters. The move retired all debt service.
- Downsized all group home populations by developing individualized and small group options. Grew the number of consumers living in small group settings from 45 to 70 people during a five-year period.
- Increased fund raising and public relation, including a high profile annual breakfast with over 400 people in attendance.

1985 - 1989 **Program Planning and Review Specialist**
New Hampshire DMHDS, Concord, NH

Responsible for managing $13 million of State and Federal funds, covering one-quarter of the service system; areas of responsibilities include case management, housing, vocational programming, respite care, early childhood intervention and family support services. Reported to the Assistant Director of Developmental Services.

- Monitor contract compliance to ensure cost effective service delivery system. Oversee implementation of Supported Employment Initiative to establish program models, funding stream, staff re-education and training, and business and industry liaisons.
- Analyze budgets to determine maximum revenue sources and maintain controls over expenditures.
- Ensure that the Board of Directors policies and staff procedures enhance community presence of people with severe disabilities.
- Liaison for regional area agencies and State agencies to Division of Vocational Rehabilitation.
- Ensure compliance with $2 million federal grant, to fund a five-year plan to create employment opportunities.
- Member of Governor's Task Force on Employment.

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1982 - 1985 **Quality Assurance Administrator,**
Training Coordinator, New Hampshire DMHDS

Quality: Responsible for quality assurance function statewide for Community Service Delivery System. Led seven-person team in annual reviews of each regional area agency. Reported to the Director of Quality Assurance.

Training: Responsible for the coordination of statewide and regional training for Community Service Deliver System; designed Training Needs Inventory using regional priorities to establish training needs; procured funding to provide consultants for specific regional training and technical assistance; originated special projects, including training annual, audio visual training packages and leisure skills handbook.

Education:

Masters in Public Administration, University of New Hampshire
BA, Communications, Boston College Evening School

Advisory Boards:

Advisory Board, University of New Hampshire Institute on Disability (UAP)
University of Hartford Rehabilitation Training Program
Virginia Commonwealth University Rehabilitation Research and Training Center.
New Hampshire Governor's Appointment to Inter-Agency Coordinating Council.
Overseeing services to children with disabilities from birth to age three.
HHS Commissioner Stephen's Advisory Council focused on increasing employment for people with disabilities

Memberships:

The Association for Persons with Severe Handicaps (TASH)
American Association on Mental Retardation (AAMR)
National Rehabilitation Association (NRA)
New Hampshire Rehabilitation Association (NHRA)
American Network of Community Options and Resources

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Christopher D. Kozak

[redacted]

SENIOR MANAGEMENT

Profile

High-performance executive providing leadership, innovation and direction to support infrastructure change and development to maximize profitability. Proven ability to develop and implement strategic approaches and methodologies to create a highly effective organization that operates at or below budgetary requirements. Excel in understanding the insurance industry and the challenges faced by insurers and providers. Skilled in identifying and capitalizing on technology to solve business problems. Demonstrate broad-based strengths and accomplishments in:

- Leadership & Accountability
- P & L Responsibility
- Strategic Planning
- Staff Development and Team Building
- MCO Contracting
- Rate Negotiation
- Process and Quality Improvement
- Corporate Presentations & Marketing

Professional Experience

Community Partners — Dover, NH October 2010 – Present

A State designated Community Mental Health Program providing services to individuals

Chief Operating Officer (4/12 – present)
Director of Quality Improvement (10/10 – 4/12)

Senior member of the management team with responsibility for oversight of the Behavioral Health Services Division.

Accomplishments

- Successfully navigated the organization through the State's re-designation process. Preliminary feedback indicated that the State will award the organization with another full 5-year designation as a community mental health program.
- Developed and implemented several new reports, forms and other management tools that created efficiencies in daily paper work as well as providing mangers with a dashboard-like view of data about their specific staff/program simply by opening a Microsoft Excel file.
- Engaged in a major change management process that has challenged veteran staff to rethink and analyze nearly every facet of their program operation.

Dynamic Solutions NE, LLC — Portsmouth, NH September 2008 – Present

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

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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 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.

Accomplishments

- Re-contracted provider network to simplify contracts and maximize flexibility in bringing on new business lines.
- Initiated and implemented on-line patient registration process and automated attendant resulting in net operational savings of 3.5%.
- Implemented a new Outpatient Treatment Report to reign in escalating outpatient claims costs resulting in clinical savings of 4.5%.
- Met aggressive budget requirements by implementing tighter monitors on inpatient utilization resulting in a net savings of 10.6%.
- Brought credentialing process in-house resulting in a 66% reduction in operating costs.
- Initiated and successfully implemented a complete overhaul of the utilization management program resulting in improved NCQA delegation scoring from the low 60's to 100 percent.
- Collaborated with the director of information and technology to develop and implement a provider Web portal allowing providers to submit updated clinical information directly to BHN/Landmark Solutions'.

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.

Accomplishments

- Numerous positions of increasing responsibility during seven-year tenure: Behavioral Health Case Manager, Clinical Operations Manager, Director of Behavioral Health, Director of Case Management.
- Directly responsible for a $2.5 million dollar operating budget.

Education

North Dakota State University, Fargo, ND
Bachelor of Science in Psychology, 5/87
Minor: Statistics

Marquette University, Milwaukee, WI
Master of Science in Clinical Psychology, 8/89
Thesis: Self-control deficits in depression: The contingent relationship between expectancies, evaluations and reinforcements.

References

Available upon request

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Suzanne Bagdasarian

[redacted]

Business Experience

2001 – Present Behavioral Health & Developmental Services of Strafford County, Inc., D/B/A Community Partners of Strafford County, Dover, New Hampshire

Chief Financial Officer 2019 – Present

Responsible for directing the overall financial and administrative management of this $35 million agency, including Facilities, and IT.

Controller 2001 – 2018

- Responsible for the fiscal start of a new agency division including policy, procedures, compliance, training, accounting & billing systems, payroll, and reporting.
- Responsible for the conversion of financial software package including AR/AP/GL
- Accomplished "clean" annual external audits.
- Accountable for monthly financial statements in accordance to GAAP.
- Manage a team of 14 billing and accounting personnel with oversite for cash management, accounts payable, billing & collections, payroll and accounts receivable functions.
- Developed the agency budget including reporting functionality for monitoring performance.
- Project Manager for conversion of electronic health record.

1994-2001 Harvard Pilgrim Health Care, Wellesley, MA

Accounting Director - 2000-2001

- Responsible for all internal and external financial functions including general accounting, financial analysis, system operations, and reporting for Hospitals and Physicians.
- Reorganized and redesigned department staff functions, improved quality of provider financial reporting and reduced monthly financial close and reporting time by 30%.
- Responsible for the quality and integrity of medical expense data representing 85% of the company's expenses.

Budget Manager – 1999- 2000

- Developed and prepared $1.7 billion medical care and $65 million Network Management administrative budget in collaboration with department Directors and Vice Presidents.
- Prepared scenario analysis, year-end, and multi-year financial projections and established cost allocations for administrative budget.

Supervisor NNE- Financial & Utilization Analysis Department – 1997-1999

- Established and supervised a new department responsible for financial and utilization analysis for Hospitals and Physicians located in Maine and New Hampshire.
- Created financial models and scenario analysis supporting contract negotiations with Hospitals and Physicians.

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Financial & Utilization Analyst- 1994 – 1997

- Monitored medical expenses and utilization patterns identifying cost saving opportunities.
- Produced, analyzed, and presented financial and utilization data to Senior Management and external Hospitals and Physicians.

1993 – 1994 Federal Deposit Insurance Corporation, Franklin MA

Staff Accountant

- Responsible for daily and monthly account receivable posting and reconciliation.
- Performed internal audits of field offices and external bank audits.

Education

M.B.A., Economics, 1999, Bentley College, Waltham MA
B.S., Accounting & Business Management, 1991, Rivier College, Nashua, NH

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Tammy Smith

[redacted]

Objective: To obtain a full time position.

Experience:

Life Coach
4/2010 - present

LifeShare Dover, NH
-Provide day program services to adults with disabilities.
-Mandt Certified
-Responsible for writing activity schedules.

(additional job responsibilities:6/25/2012-7/31/2012 Temporary Program Manager

As well as 8/1/2012-9/7/2012 Temporary Associate Director.)

Homemaker
1/2009 - 4/2010

Area Homecare Portsmouth, NH
-Provided support to elderly and or disabled people in their homes.
-Conducted safety Assessments.
-Wrote daily contact notes, highlighted areas of concern.

Case Manager
3/1999- 9/2002

Strafford Guidance Center - Rochester, NH
-Managed a case load of 30 plus individuals with chronic mental illness.
-Provided supportive counseling and crisis intervention.
-Wrote treatment plans based on clients goals.

Sales Clerk
2/03-11/10

Liar's Paradise-Nottingham, NH

Skills Instructor / Paraprofessional

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1/97 - 3/99

Easter Seals - Portsmouth, NH and Epping NH
-Supported students through a school to work program.
-Provided day program services to adults with disabilities.
-Facilitated group activities to increase peer socialization.

Education

UNH Durham, NH
1994 - 1996
Bachelors Degree in Social Work
Transferred to UNH with an Associate Degree in Human Services.

References:
Alden Gregory
-Former supervisor at Lifeshare.
Phone: 802-282-9928

Jaylon Curry
-Former Supervisor at Lifeshare.
Phone: 802-578-3174

Steve Ballou
-Former supervisor at Strafford Guidance Center.
Phone: 603-315-5182

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KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

Name of Program/Service: Housing Bridge Subsidy Program

BUDGET PERIOD:	FY22		
Name & Title, Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Collins, Brian, Executive Director	$246,552	0.00%	$0.00
Kozak, Christopher, C. O. O.	$103,000	0.00%	$0.00
Bagdasarian, Suzanne, C.F.O.	$130,000	0.00%	$0.00
Smith, Tammy, Resource Center Program Director	$72,263	5.00%	$3,613.15
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
	$0	0.00%	$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			$3,613.15

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract.** Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

mac

13

STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services,	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

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

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533
			Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975
			Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 113 Crosby Road, Suite #1, Dover, NH 03820.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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, Paragraph 18, and Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6. to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent

requirements within the payment standards as release by the New Hampshire Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

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

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies

approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:

   2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

   2.13.1. Are actively part of the Housing Bridge Subsidy Program.

   2.13.2. Have documented housing related needs not being met by other identified resources within the community.

   2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

   4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

   5.2. The performance measures will be designated to evaluate:

   5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

   5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

   5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

   5.2.3.1. Individuals who have experienced homelessness;

   5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

   5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

    7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

    8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/7/2020
Date

DocuSigned by:
Katja Fox
ED9D5B04C63442...
Name: Katja Fox
Title: Director

Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County

10/6/2020
Date

DocuSigned by:
Brian Collins
4B23C48CE1454B9...
Name: Brian Collins
Title: Executive Director

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/13/2020
Date

DocuSigned by:
05CA8202E32C4AE...
Name: Catherine Pinos
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:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor name: Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County
Budget Request for: Housing Bridge Subsidy Program Services
Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin		$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,457	$ 10,015	$ 93,472	$ -	$ -	$ -	$ 83,457	$ 10,015	$ 93,472
Indirect As A Percent of Direct		12.0%							

Contractor Initials: BL
Date: 10/6/2020

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14 mac

Jeffrey A. Meyers
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

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

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Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Behavioral Health & Developmental Services of Strafford County, Inc. DBA Community Partners of Strafford County		1.4 Contractor Address 113 Crosby Road, Suite #1 Dover, NH 03820	
1.5 Contractor Phone Number 603-516-9300	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature Kathleen Boisclair		1.12 Name and Title of Contractor Signatory Kathleen Boisclair, President	

1.13 Acknowledgement: State of New Hampshire, County of Strafford

On July 26th, 2019, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Darlene E Moore

[Seal]

1.13.2 Name and Title of Notary or Justice of the Peace

Darlene E. Moore, Notary Public

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox, Director

1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)*

By: Director, On:

1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)*

By: On: 8/9/2019

1.18 Approval by the Governor and Executive Council *(if applicable)*

By: On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

Contractor Initials K.B.
Date 7/26/2019

Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

Contractor Initials K.B.
Date 7/26/2019

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials KJB
Date 7/26/2019

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.10.6. The Department is notified, in writing, of the complaint and the outcome.

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.

4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

4.2.3. The names of individuals who exited the program, the reason, and the date of exit.

4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness; frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

Exhibit A

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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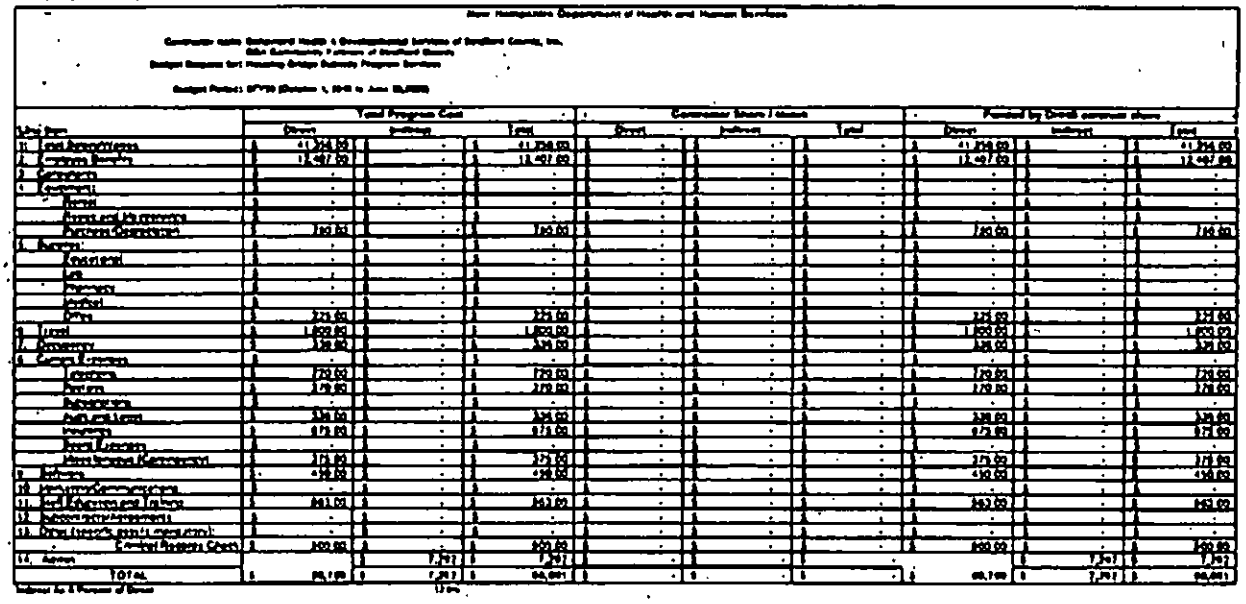
Exhibit B-1 Budget



V.B.
1/24/2019

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

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: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 33,144.00	$ -	$ 33,144.00	$ -	$ -	$ -	$ 33,144	$ -	$ 33,144.00
2. Employee Benefits	$ 18,343.00	$ -	$ 18,343.00	$ -	$ -	$ -	$ 18,343	$ -	$ 18,343.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960.00	$ -	$ 960.00	$ -	$ -	$ -	$ 960	$ -	$ 960.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Specify)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Contract Payment Costs	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
14. Admin		$ 9,772	$ 9,772		$ -	$ -		$ 9,772	$ 9,772
TOTAL	$ 61,817	$ 9,772	$ 96,739	$ -	$ -	$ -	$ 61,817	$ 9,772	$ 96,739

Indirect As A Percent of Direct: 15.8%

Contractor Initials: K.B
Date: 7/21/2019

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

   8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

   8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

   8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

   9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

   9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports**: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services**: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits**: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership**: All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations**: In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP)**: The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

Contractor Initials K B
Date 7/26/2019

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. Contract Definitions:

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

Contractor Initials K. B.
Date 7/26/2019

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

   1.1. Section 4, Conditional Nature of Agreement, is replaced as follows:

   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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.

   1.2. Section 10, Termination, is amended by adding the following language:

   10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

   10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

   10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

   10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

   10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

   2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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 (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.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor 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:

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

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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 Vendor 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 Vendor 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.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

Vendor Initials K.B.
Date 7/26/2019

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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	Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners
The State	Name of the Vendor
Signature of Authorized Representative	Signature of Authorized Representative
Name of Authorized Representative	Kathleen Boisclair Name of Authorized Representative
Director Title of Authorized Representative	President Title of Authorized Representative
8/2/19 Date	7/26/2019 Date

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor 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 Vendor 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.

Vendor Name: Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners

7/26/2019
Date

Kathleen Boisclair
Name: Kathleen Boisclair
Title: President

FORM A

As the Vendor 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 DUNS number for your entity is: 149406691

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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

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 Housing Bridge Subsidy Program 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, d/b/a Center for Life Management ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item 14), as amended on December 12, 2020, (Item #13), 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, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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, 2022.

2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:

   $12,030,280.

3. Modify Exhibit A, Scope of Services, by replacing in its entirety with Exhibit A, Amendment #2, Scope of Services, which is attached hereto and incorporated by reference herein.

4. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 2 to read:

   7. This contract is directly funded with 100% General Funds, anticipated to be available based upon continued appropriation.

5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7 to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) Agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds. Accordingly, the statewide total price limitation for vouchers among all ten (10) agreements is $2,802,675 for SFY 2020. $4,348,800 for SFY 2021 and $4,486,300 for SFY 2022. The total price limitation for the lifetime client stipend among all ten (10) agreements is $137,500. The combined statewide total shared price limitation among all agreements is $11,637,775, which is included in Form P37, General Provisions, Block 1.8, Price Limitation.

6. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:

   8.1. 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 items as specified in Exhibit B-1 Budget through Exhibit B-3, Amendment #2 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 12 to read:

    12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A - Amendment #2, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.

8. Add Exhibit B-3, Amendment #2 Budget, 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, 2021 or upon the date of Governor and Executive Council approval, whichever is later.

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

6/21/2021
Date

DocuSigned by:
Katja Fox
ED9D05B04C03442...
Name: Katja Fox
Title: Director

The Mental Health Center for Southern New Hampshire
d/b/a Center for Life Management

6/15/2021
Date

DocuSigned by:
Vic Topo
D4AA755C36AC4BA...
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

6/21/2021
Date

DocuSigned by:
D5CA9202E32C4AE...
Name: Catherine Pinos
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 A

Scope of Services

1. Provisions Applicable to All Services

1.1. 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rules, CHAPTER He-M 400, Community Mental Health, He-M 400, PART 406, Housing Bridge Subsidy Program (HBSP), hereby referenced as He-M 400, PART 406.

1.6. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.

1.7. The Contractor shall provide scattered-site housing and ensure full community integration.

1.8. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.

2. Scope of Services

2.1. The Contractor shall review HBSP applications completed by agency staff for individuals currently connected to the Community Mental Health Center (CMHC) to ensure all application requirements are met.

2.2. The Contractor assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.

2.3. The Contractor shall complete criminal background checks and registered criminal offender checks for all individuals applying for HBSP and the New Hampshire Section 811 Project Rental Assistance program.

2.4. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.

2.5. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:

2.5.1. Contacting the referring agent, which may include, but is not limited to, any agency or hospital applying on behalf of an individual for, or individual who applies directly to the HBSP, to schedule a meeting in an agreed upon setting, with the individual and the individual's support team, which may include, but is not limited to the individual's:

2.5.1.1. Guardian or other involved family member, as appropriate.

2.5.1.2. Referring agent.

2.5.1.3. Representative payee.

2.5.1.4. Natural Supports.

2.5.1.5. Identified mental health center representative.

2.5.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:

2.5.2.1. Tenant rights and obligations.

2.5.2.2. Annual recertification needs.

2.5.2.3. The role of landlords.

2.5.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.

2.5.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.

2.5.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:

2.5.5.1. Benefits eligibility and status.

2.5.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:

2.5.5.2.1. Supportive services.

2.5.5.2.2. Substance use disorder treatment.

2.5.5.2.3. Behavioral health care; psychiatric health care.

2.5.5.2.4. Primary and medical health care.

2.6. The Contractor shall initiate housing services for the individual within seven (7) days of finalizing the individualized housing plans. The Contractor shall ensure individual housing services include, but are not limited to:

2.6.1. Obtaining the individual's housing history.

2.6.2. Assessing the individual's housing and community of choice preferences.

2.6.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.

2.6.4. Assisting the individual with identifying available housing units rent requirements within the payment standards, as released by the New Hampshire Housing Finance Authority (NHHFA) and the U.S. Housing and Urban Development (HUD), in the individual's community of choice.

2.6.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:

2.6.5.1. Providing information to complete credit checks.

2.6.5.2. Providing references.

2.6.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.

2.6.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.

2.6.7. Attending meetings with the individual and the rental agency or renting landlord to negotiate rent, utilities, and lease provisions, as appropriate or as requested by the individual, to ensure the individual secures leases in their own name, with full rights of tenancy.

2.6.8. Ensuring the individual understands fair housing laws.

2.6.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:

2.6.9.1. Security deposits.

2.6.9.2. Securing utilities.

2.6.9.3. Obtaining furniture.

2.6.9.4. Purchasing groceries.

2.6.10. Ensuring housing selected by the individual meets all HUD Housing Choice Voucher requirements set forth in the NHHFA Housing Choice

Voucher Administrative Plan, by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.6.11. Assisting the individual with obtaining permanent housing vouchers, when available.

2.6.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:

2.6.12.1. Security deposit financial assistance.

2.6.12.2. Assistance with utility payments.

2.6.12.3. Assistance with applying for food stamps.

2.6.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.6.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.7. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.

2.8. The Contractor shall ensure access to and delivery of housing support services to all individuals receiving HBSP services who are not currently connected to the CMHC. The Contractor shall provide housing support services that may include, but are not limited to:

2.8.1. Assistance with:

2.8.1.1. Accessing food needs to decrease food insecurity.

2.8.1.2. Finding donations for and linkage to apartment furnishing.

2.8.1.3. Keeping utility bills in good standing and providing resources for ongoing utility assistance as needed.

2.8.1.4. Connecting to resources needed to move into a new rental unit and/or store household items.

2.8.1.5. Advocating for functional support services, which include, but are not limited to Choices for Independence and/or other support services to keep the individual safely housed.

2.8.1.6. Ensuring the individual continues to be aware of all services the CMHC is able to provide to assist with maintaining independent housing.

2.8.1.7. Identifying and securing supportive resources for all individuals enrolled in HBSP, within the community, which may include, but are not limited to:

2.8.1.7.1. Peer support agencies.

2.8.1.7.2. Faith-based groups.

2.8.1.7.3. Transportation services.

2.8.1.7.4. Primary care services.

2.8.1.7.5. Homemaker/personal care services.

2.8.1.7.6. Legal aid.

2.8.2. Mediation with landlords for any problems, damages, infestations, or other situations which may cause the unit to be unsafe.

2.9. The Contractor shall collaborate with the Housing Specialist and the individual's CMHC treatment team to ensure the individual has the full support of the team and has a successful transition onto their Housing Choice Voucher.

2.10. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:

2.10.1. Treatment team meetings;

2.10.2. Assertive Community Treatment (ACT) team meetings;

2.10.3. Discharge planning meetings when the individual is leaving:

2.10.3.1. New Hampshire Hospital;

2.10.3.2. A Designated Receiving Facility;

2.10.3.3. Glencliff Home; or

2.10.3.4. Transitional Housing Supports;

2.10.4. Self-observations;

2.10.5. Feedback from landlords; and

2.10.6. The Contractor's employed community-based staff.

2.11. The Contractor shall ensure the Housing Specialist remains aware of any housing status change for the individual, which may include, but is not limited to legal status or death.

2.12. The Contractor shall ensure the individual's housing needs continue to be met, including assisting the individual with housing-related issues relevant to

fulfilling lease requirements, for the duration the individual is enrolled in the HBSP.

2.13. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.

2.14. The Contractor shall assist landlords and property managers involved with HBSP by:

2.14.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.

2.14.2. Assisting with coordinating any needs or changes to the housing unit or the lease.

2.14.3. Being the point of contact for landlords and/or property owners, and documenting any interactions or interventions provided as a result of being the point of contact.

2.14.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.

2.14.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.

2.14.6. Ensuring timely HBSP voucher payments to landlords.

2.15. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:

2.15.1. Income verification.

2.15.2. Notification to the individual and landlord regarding any changes in voucher amount.

2.15.3. Inspection of the unit.

2.16. The Contractor shall work with the Department and the NHHFA, annually and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.17. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.18. The Contractor shall be available to consult with the individual's treatment team regarding other housing programs, services or assistance, for which individuals

who are waiting for HBSP-supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.19. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within 15 days of receiving the complaint. The Contractor shall ensure:

2.19.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.19.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.19.3. The complainant is notified, in writing, of the finding.

2.19.4. All identities of any complainants are kept confidential.

2.19.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.19.6. The Department is notified, in writing, of the complaint and the outcome.

2.20. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:

2.20.1. Releases of information and consent forms.

2.20.2. Housing and service plans.

2.20.3. Progress and contact notes.

2.20.4. Criminal record check and registered offender search.

2.20.5. Guardianship orders, as applicable.

2.20.6. Representative payee orders, as applicable.

2.20.7. Other housing applications, as applicable.

2.20.8. Documentation of service participation.

2.20.9. Any medical, mental health, and/or substance use disorder services requested and provided.

2.21. The Contractor shall provide a total stipend of up to $250, or the balance thereof, to individuals in accordance with the following:

2.21.1. The individuals shall be currently enrolled in the HBSP and have not been provided all of the $250 stipend if previously enrolled in the HBSP;

2.21.2. The individuals shall have documented housing-related needs, not being met by other identified resources within the community, such as

essential furnishings, equipment and supplies, including, but not limited to pots and pans, towels, mattresses, cleaning supplies; and

2.21.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

2.22. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.

2.23. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.

2.24. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.

3. Phoenix System

3.1. The Contractor shall work with the Department to submit the following required data elements via the Department's Phoenix system, ensuring any necessary system changes are completed within six (6) months from the effective contract date:

3.1.1. Individual demographic and encounter data, including data on non-billable individual specific services and rendering staff providers on all encounters, to the Department's Phoenix system, or its successors, in the format, content, completeness, frequency, method and timeliness as specified by the Department. All client data submitted must include a Medicaid ID number for individuals who are enrolled in Medicaid.

3.1.2. Client eligibility with all Phoenix services in alignment with current reporting specifications. For an individual's services to be considered BMHS eligible, SPMI, SMI, LU, SED, and SEDIA are acceptable.

3.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:

3.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.

3.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.

3.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

3.2.4. Errors in data returned to the Contractor shall be corrected and resubmitted to the Department within ten (10) business days.

3.3. The Contractor shall implement review procedures to validate data submitted to the Department. The review process will confirm the following:

3.3.1. All data is formatted in accordance with the file specifications;

3.3.2. No records will reject due to illegal characters or invalid formatting; and

3.3.3. The Department's tabular summaries of data submitted by the Contractor match the data in the Contractor's system.

3.4. The Contractor shall meet the following data entry standards:

3.4.1. 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.

3.4.2. Completeness: submitted data must represent at least ninety-eight percent (98%) of billable services provided, and ninety-eight percent (98%) individuals served by the Contractor.

3.4.3. 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 One–hundred percent (100%) of unique member identifiers shall be accurate and valid.

3.5. The Department may waive requirements for fields on a case by case basis. A written waiver communication shall specify the items being waived. In all circumstances waiver length shall not exceed 180 days; and where the Contractor fails to meet standards: the Contractor shall submit a Corrective Action Plan (CAP) within 30 calendar days of being notified of an issue. After approval of the CAP, the Contractor shall carry out all aspects of the CAP. Failure to carry out the CAP may require a subsequent CAP or other remedies, as specified by the Department.

4. Staffing

4.1. The Contractor shall ensure sufficient Housing Specialist staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

4.2. The Contractor shall complete criminal background checks and Bureau of Elderly and Adult Services (BEAS) state registry checks for all staff working directly with individuals, prior to the individuals beginning work.

4.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

5. Reporting

5.1. The Contractor shall submit monthly progress reports to the Department, in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

5.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.

5.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

5.1.3. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

5.2. The Contractor shall notify the Department, in writing, each month of:

5.2.1. The names of individuals who exited the program, the reason, and the date of exit.

5.2.2. The names of individuals who have passed away, and the date of their passing.

5.2.3. The date an individual signs a lease, including date of move-in.

5.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.

5.3. The Contractor shall submit annual progress reports to the Department on a format provided by the Department. The Contractor shall ensure annual reports include, but are not limited to:

5.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:

5.3.1.1. Transportation.

5.3.1.2. Substance use disorder services.

5.3.1.3. Access to mental health services;

5.3.1.4. Access to medical healthcare.

5.3.1.5. Unit safety.

5.3.1.6. Permanent housing transition;

5.3.1.7. Financial hardship.

5.3.2. Barriers experienced by the Contractor.

5.3.3. Resolutions of barriers experienced by the individual and the Contractor.

5.3.4. Number of individuals who received an eviction notice due to their behaviors.

5.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

6. Performance Measures

6.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

6.2. The performance measures will be designated to evaluate:

6.2.1. Percentage of individuals receiving housing services.

6.2.2. Percentage of individuals housed within 90 days of approval to receive services.

6.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:

6.2.3.1. Individuals who have experienced homelessness;

6.2.3.2. Individuals who were at risk of homelessness due to eviction;

6.2.3.3. Individuals who were incarcerated; and

6.2.3.4. Individuals who were admitted to NHH.

6.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.

6.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

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Exhibit B-3 Budget
Amendment #2

New Hampshire Department of Health and Human Services
COMPLETE ONE BUDGET FORM FOR EACH BUDGET PERIOD

Contractor Name: The Mental Health Center for Southern New Hampshire d/b/a Center for Life Management

Budget Request for: Housing Bridge Subsidy Program Services

Budget Period: SFY22 July 1, 2021 - June 30, 2022

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144	$ -	$ 55,144	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144
2. Employee Benefits	$ 16,543	$ -	$ 16,543	$ -	$ -	$ -	$ 16,543	$ -	$ 16,543
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300	$ -	$ 300	$ -	$ -	$ -	$ 300	$ -	$ 300
6. Travel	$ 4,500	$ -	$ 4,500	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500
7. Occupancy	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 960	$ -	$ 960	$ -	$ -	$ -	$ 960	$ -	$ 960
Postage	$ 360	$ -	$ 360	$ -	$ -	$ -	$ 360	$ -	$ 360
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450	$ -	$ 450	$ -	$ -	$ -	$ 450	$ -	$ 450
Insurance	$ 900	$ -	$ 900	$ -	$ -	$ -	$ 900	$ -	$ 900
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500		$ 500				$ 500		$ 500
9. Software	$ 600	$ -	$ 600	$ -	$ -	$ -	$ 600	$ -	$ 600
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750	$ -	$ 750	$ -	$ -	$ -	$ 750	$ -	$ 750
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Record Checks	$ 1,000	$ -	$ 1,000	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000
Client Funds	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental Vouchers	$ -								
14. Admin	$ 10,015	$ -	$ 10,015	$ -	$ -	$ -	$ 10,015	$ -	$ 10,015
TOTAL	$ 93,472	$ -	$ 93,472	$ -	$ -	$ -	$ 93,472	$ -	$ 93,472
Indirect As A Percent of Direct		0.0%							

Contractor Initials VT

Date 6/15/2021

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State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, 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: 0005362146

IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 4th day of May A.D. 2021.

William M. Gardner
Secretary of State

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CERTIFICATE OF AUTHORITY

I, ___**Susan Davis**_____, 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 So. NH/ 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 ___June 9th_, 2021___, 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 So. NH/ CLM Center for Life Management**___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 **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 9th___ , 2021____

Signature of Elected Officer
Name: Susan Davis
Title: Secretary

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MENTAHEA29

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/09/2021

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:	
USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Philadelphia Indemnity Insurance Co.	18058
INSURER B : Granite State Healthcare & Human Svc WC.	NONAIC
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
The Mental Health Center for Southern NH DBA CLM Center for Life Management
10 Tsienneto Rd
Derry, NH 03038

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			PHPK2186877	10/01/2020	10/01/2021	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$250,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$3,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$3,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY			PHPK2186883	10/01/2020	10/01/2021	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			PHUB740169	10/01/2020	10/01/2021	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $10000							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		HCHS20200000368	02/01/2021	02/01/2022	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
A	Professional Liab			PHPK2186877	10/01/2020	10/01/2021	1,000,000 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

DHHS Dept Health & Human Services
129 Pleasant Street
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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 AFFILIATES

CONSOLIDATED FINANCIAL STATEMENTS
AND SUPPLEMENTARY INFORMATION
Years ended June 30, 2020 and 2019

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Years ended June 30, 2020 and 2019

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Wisehart, Wimette & Associates PLC
Certified Public Accountants

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Essex Jct., VT 05452
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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 Affiliates

Report on the Financial Statements

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 Affiliates (a nonprofit organization), which are comprised of the consolidated statements of financial position as of June 30, 2020 and 2019, and the related consolidated statements of activities, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility 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 Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. 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. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements 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 entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the 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 Affiliates as of June 30, 2020 and 2019, 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.

Other Matters

Other Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplementary information on pages 18-24 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.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated December 16, 2020, on our consideration of The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management and Affiliates 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 Affiliates 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 Affiliates internal control over financial reporting and compliance.

Change in Accounting Principle

As described in Note 1 of the financial statements, in 2020, the organization adopted ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Our opinion is not modified with respect to this matter.

Wolch Whit & Assoc, PLC

Essex Junction, Vermont
Registration number VT092.0000684
December 16, 2020

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Financial Position
June 30, 2020 and 2019

ASSETS

	2020	2019
Current assets:		
Cash and cash equivalents	$ 3,980,700	$ 1,662,875
Accounts receivable, net	848,651	943,181
Other receivables	193,213	284,929
Prepaid expenses	121,456	93,768
Security deposit	11,087	11,087
Total current assets	5,155,107	2,995,840
Property and equipment, net	3,621,331	3,715,469
Total assets	$ 8,776,438	$ 6,711,309

LIABILITIES AND NET ASSETS

Current liabilities:		
Current portion of long term debt	$ 98,538	$ 93,538
Accounts payable	47,019	76,558
Accrued payroll and payroll liabilities	641,109	402,801
Accrued vacation	383,284	372,138
Accrued expenses	41,576	18,961
Deferred revenue	8,000	11,980
Total current liabilities	1,219,526	975,976
Long term liabilities		
Interest rate swap agreement	163,783	58,030
PMPM reserve	210,687	225,000
Paycheck protection program note payable	2,212,100	-
Long term debt, less current portion	2,116,679	2,215,250
Total long term liabilities	4,703,249	2,498,280
Total liabilities	5,922,775	3,474,256
Net assets		
Without donor restrictions	2,802,763	3,237,053
With donor restrictions	50,900	-
Total net assets	2,853,663	3,237,053
Total liabilities and net assets	$ 8,776,438	$ 6,711,309

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Activities
Years ended June 30, 2020 and 2019

	2020			
	Without Donor Restrictions	With Donor Restrictions	Total	2019
Public support and revenues:				
Public support:				
Federal	1,143,039	-	$1,143,039	$ 893,941
State of New Hampshire - BBH	380,896	-	380,896	258,681
State and local funding	44,102	-	44,102	43,601
Other public support	116,913	50,900	167,813	224,837
Total public support	1,684,950	50,900	1,735,850	1,421,060
Revenues:				
Program service fees, net	13,759,719	-	13,759,719	13,076,818
Other service income	584,033	-	584,033	647,329
Rental income	5,288	-	5,288	5,188
Other	228,025	-	228,025	158,841
Gain on sale of assets	-	-	-	10,000
Total revenues	14,577,065	-	14,577,065	13,898,176
Total public support and revenues	16,262,015	50,900	16,312,915	15,319,236
Operating expenses:				
BBH funded programs:				
Children	5,269,747	-	5,269,747	5,157,438
Elders	580,123	-	580,123	501,342
Vocational	321,661	-	321,661	266,091
Multi-Service	3,148,577	-	3,148,577	2,971,434
Acute Care	1,183,032	-	1,183,032	932,421
Independent Living	2,688,824	-	2,688,824	2,334,134
Assertive Community Treatment	799,937	-	799,937	734,195
Non-Specialized Outpatient	986,629	-	986,629	1,063,655
Non-BBH funded program services	584,153	-	584,153	213,421
Total program expenses	15,562,683	-	15,562,683	14,174,131
Administrative expenses	1,027,869	-	1,027,869	960,388
Total expenses	16,590,552	-	16,590,552	15,134,519
Change in net assets from operations	(328,537)	50,900	(277,637)	184,717
Non-operating expenses:				
Fair value gain (loss) on interest rate swap	(105,753)	-	(105,753)	(106,563)
Change in net assets	(434,290)	50,900	(383,390)	78,154
Net assets, beginning of year	3,237,053	-	3,237,053	3,158,899
Net assets, end of year	$ 2,802,763	$ 50,900	$2,853,663	$3,237,053

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Functional Expenses
Years ended June 30, 2020 and 2019

	2020			2019		
	Program Services	Administrative	Total	Program Services	Administrative	Total
Personnel costs:						
Salaries and wages	$ 9,968,290	$ 673,659	$ 10,641,949	$ 8,963,460	$ 604,197	$ 9,567,657
Employee benefits	2,258,081	105,781	2,363,862	1,947,562	131,727	2,079,289
Payroll taxes	667,575	45,825	713,400	623,425	41,859	665,284
Accounting/audit fees	55,169	4,365	59,534	56,277	5,753	62,030
Advertising	40,832	3,685	44,517	32,756	3,376	36,132
Conferences, conventions and meetings	17,705	10,694	28,399	18,606	9,597	28,203
Depreciation	208,693	16,692	225,385	188,646	15,339	203,985
Equipment maintenance	16,359	1,288	17,647	34,553	2,524	37,077
Equipment rental	43,820	2,661	46,481	37,204	2,280	39,484
Insurance	74,402	5,783	80,185	73,278	5,836	79,114
Interest expense	101,157	8,077	109,234	101,605	8,264	109,869
Legal fees	30,848	2,323	33,171	25,302	1,890	27,192
Membership dues	25,054	32,385	57,439	45,470	6,663	52,133
Occupancy expenses	1,145,274	9,002	1,154,276	1,007,337	10,369	1,017,706
Office expenses	235,196	22,695	257,891	219,960	20,386	240,346
Other expenses	143,908	11,862	155,770	76,453	17,615	94,068
Other professional fees	331,946	56,650	388,596	378,017	57,890	435,907
Program supplies	167,365	13,395	180,760	156,066	12,646	168,712
Travel	146,331	1,047	147,378	188,154	2,177	190,331
	15,678,005	1,027,869	16,705,874	14,174,131	960,388	15,134,519
Administrative allocation	1,027,869	(1,027,869)	-	960,388	(960,388)	-
Total expenses	16,705,874	$ -	$ 16,705,874	$ 15,134,519	$ -	$ 15,134,519

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidated Statements of Cash Flows
Years ended June 30, 2020 and 2019

	2020	2019
Cash flows from operating activities:		
Increase (decrease) in net assets	$ (383,390)	$ 78,154
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	225,385	203,985
Amortization of loan origination fees included in interest expense	18,930	18,930
Gain on sale of assets	-	(10,000)
Fair value (gain) loss on interest rate swap	105,753	106,563
(Increase) decrease in:		
Accounts receivable, net	94,530	(78,951)
Other receivables	91,716	(140,114)
Prepaid expenses	(27,688)	(13,015)
Increase (decrease) in:		
Accounts payable and accrued expenses	242,530	100,873
Deferred revenue	(3,980)	4,400
PMPM reserve	(14,313)	112,263
Net cash provided by operating activities	349,473	383,088
Cash flows from investing activities:		
Proceeds from sale of assets	-	10,000
Purchases of property and equipment	(131,248)	(262,788)
Net cash (used) provided by investing activities	(131,248)	(252,788)
Cash flows from financing activities:		
Net principal payments on long term debt	(112,500)	(107,500)
Proceeds received from paycheck protection program	2,212,100	-
Net cash used in financing activities	2,099,600	(107,500)
Net increase (decrease) in cash and cash equivalents	2,317,825	22,800
Cash and cash equivalents, beginning of year	1,662,875	1,640,075
Cash and cash equivalents, end of year	$ 3,980,700	$ 1,662,875
Supplemental cash flow disclosures:		
Cash paid during the year for interest	$ 109,234	$ 109,869

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

Basis of accounting
The 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 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.

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.

Note 2. Basis of accounting and summary of significant accounting policies (continued)

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, 2020 and 2019, the Organization had net assets without donor restrictions of $2,802,763 and $3,237,053, respectively and had net assets with donor restrictions of $50,900 and $0, respectively. See Note 8 for discussion regarding net assets with donor restrictions.

General
The significant accounting policies of the Organization are presented to assist in understanding the Organization's financial statements. The financial statements and the notes are representations of the Organization's management. The Organization is responsible for the integrity and objectivity of the financial statements.

Use of estimates
Management uses estimates and assumptions in preparing these 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 $207,758 and $242,758 as of June 30, 2020 and 2019, 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 $500 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 $225,385 and $203,985 for the years ended June 30, 2020 and 2019, respectively.

Note 2. Basis of accounting and summary of significant accounting policies (continued)

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.

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.

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.

Note 2. Basis of accounting and summary of significant accounting policies (continued)

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 11. 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.

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 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.

Note 2. Basis of accounting and summary of significant accounting policies (continued)

Accounting for Uncertain Income Taxes did not have a material impact on these financial statements as the Organization believes it has taken no uncertain tax positions that could have an effect on its financial statements.

Federal Form 990 (Return of an Organization Exempt from Income Tax) for fiscal years 2017, 2018 and 2019 are subject to examination by the IRS, generally for three years after filing.

New Accounting Pronouncement

In June 2018, the FASB issued ASU 2018-08, *Not-for-Profit Entities (Topic 958): Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made.* ASU 2018-08 improves and clarifies the guidance in GAAP for the recognition of contributions by providing (1) a more robust framework for determining whether a transaction is a contribution or an exchange transaction and (2) additional guidance for distinguishing between conditional and unconditional contributions. The ASU has been applied retrospectively to all periods presented, however, there were no significant modifications required.

Subsequent events

The Organization has evaluated all subsequent events through December 16, 2020, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	2020			2019		
Accounts receivable	Receivable	Receivable Allowance	Net	Receivable	Receivable Allowance	Net
Clients	$ 217,938	$ (149,684)	$ 68,254	$ 319,858	$ (192,955)	$ 126,903
Insurance companies	167,288	(6,511)	160,777	190,094	(4,389)	185,705
Medicaid	546,959	(43,602)	503,357	620,780	(43,187)	577,593
Medicare	124,224	(7,961)	116,263	55,207	(2,227)	52,980
	$1,056,409	$ (207,758)	$ 848,651	$1,185,939	$ (242,758)	$ 943,181

Other receivables	2020	2019
Towns	$ 32,500	$ 28,000
NH Division of Mental Health	157,555	125,889
Unemployment tax refund	-	12,881
Contractual services	3,158	118,159
	$ 193,213	$ 284,929

Note 4. Prepaids

Prepaids consists of the following at June 30:

	2020	2019
Prepaid insurance	$ 47,145	$ 37,268
Prepaid rents	74,311	56,500
	$ 121,456	$ 93,768

Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	2020	2019
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	$ 848,651	$ 943,181
Other receivables due from entities located in New Hampshire	$ 193,213	$ 284,929

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2020 and 2019, the Organization had approximately $3,537,000 and $1,287,000 in uninsured cash balances.

Note 6. Property and equipment

Property and equipment consists of the following at June 30:

	2020	2019
Land	$ 565,000	$ 565,000
Buildings and improvements	4,065,775	4,036,993
Automobiles	18,800	18,800
Equipment	1,602,233	1,630,644
	6,251,808	6,251,437
Less: accumulated depreciation	(2,630,477)	(2,535,968)
Property and equipment, net	$ 3,621,331	$ 3,715,469

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	2020	2019
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 at a variable rate, with an effective rate of 1.79538% and 3.5866% at June 30, 2020 and 2019, respectively. Secured by land, building, equipment, and certain revenues, and is subject to certain financial covenants. 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.	2,535,230	2,647,730
Less: unamortized finance costs	(320,013)	(338,942)
Long term debt, less unamortized finance costs	2,215,217	2,308,788
Less: current portion of long term debt	(98,538)	(93,538)
Long term debt, less current portion	$ 2,116,679	$ 2,215,250

Note 7. Long term debt (continued)

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 is reported as interest expense in the consolidated statement of activities for the years ended June 30, 2020 and 2019, respectively.

Future maturities to long term debt are as follows:

	Long Term Debt Principal	Unamortized Finance Costs	Net
Year ending June 30,			
2021	$ 117,500	$ (18,962)	$ 98,538
2022	122,500	(18,962)	103,538
2023	127,500	(18,962)	108,538
2024	132,500	(18,962)	113,538
2025	137,500	(18,962)	118,538
Thereafter	1,897,730	(225,203)	1,672,527
Total	$ 2,535,230	$ (320,013)	$ 2,215,217

Note 8. Net assets with donor restrictions

Net assets with donor restrictions were as follows at June 30,:

	2020	2019
Space plan analysis for Derry location	$ 10,000	$ -
Technology	10,900	-
Housing support	30,000	-
	$ 50,900	$ -

Note 9. 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 loans and accrued interest are forgivable after eight or twenty-four weeks (the "Covered Period") as long as the borrower uses the loan proceeds for eligible purposes, including payroll, benefits, rent and utilities, and maintains its payroll levels. The amount of loan forgiveness will be reduced if the borrower terminates employees or reduces salaries during the eight or twenty-four week period. The unforgiven portion of the PPP loan is payable over two years at an interest rate of 1%, with a deferral of payments for the first six months.

The Organization intends to use the proceeds for purposes consistent with the PPP, however, the amount forgiven will not be determined until the completion of the respective Covered Period. As such, the entire balance is presented as a long term liabilities.

Note 9. Paycheck protection program (continued)

While the Organization currently believes that its use of the loan proceeds will meet the conditions for forgiveness of the loan, however, there are risks that the certain items paid under the proceeds may be considered ineligible for forgiveness of the loan, in whole or in part.

Note 10. Line of credit

As of June 30, 2020 and 2019, the Organization had a demand line of credit with People's United Bank with a borrowing capacity of $850,000, which is available through March 29, 2021. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (an effective rate of 3.75% and 6.00% at June 30, 2020 and 2019). The outstanding balance on the line at June 30, 2020 and 2019 was $0. respectively. The line of credit is secured by all business assets and real estate.

Note 11. Interest rate swap

During 2016, the Organization entered into an interest rate swap agreement with People's United 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 $2,535,230 and $2,647,730 at June 30, 2020 and 2019, 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, 2020 and 2019, the Organization reported an interest rate swap liability of $163,783 and $58,030 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of $(105,753) and $(106,563) 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 12. 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 totaled $120,073 and $109,592 for the years ended June 30, 2020 and 2019, respectively.

Note 13. Concentrations

For the years ended June 30, 2020 and 2019, the Organization received approximately 73% and 68%, 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 are taken as grant funds which are drawn as related expenses are incurred. Medicaid is comprised of 50% Federal funds and 50% New Hampshire State matching funds.

Note 14. Lease commitments

The Organization leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately $212,500 and $196,000 for the years ended June 30, 2020 and 2019, respectively.

The following details the future minimum lease payments on leases with an initial or remaining term of greater than one year as of June 30, 2020:

Years ending June 30,	
2021	$ 211,111
2022	215,325
2023	219,539
2024	223,753
2025	54,185
Total	$ 923,913

Note 15. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

	2020	2019
Financial assets at year end:		
Cash and cash equivalents	$3,980,700	$1,662,875
Accounts receivable	848,651	943,181
Other receivable	193,213	284,929
Security deposit	11,087	11,087
Total financial assets	5,033,651	2,902,072
Less amounts not available within one year:		
Security deposit	(11,087)	(11,087)
Financial assets available to meet general Expenditures over the next twelve months	$5,022,564	$2,890,985

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.

Note 15. Availability and liquidity (continued)

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.

Note 16. Subsequent events

The COVID-19 outbreak in the United States and other countries has caused business disruption through mandated and voluntary closings, travel restrictions, quarantine requirements, and other disruptions to general business operations. While the disruptions are currently expected to be temporary, there is uncertainty around the duration of the various, mandated and voluntary restrictions in place, and what, if any, negative financial impact it will have on the Organization. As of the date of this report, the related financial impact and duration cannot be reasonably estimated at this time.

Note 17. Restatement

During the year ending June 30, 2020, the Organization noted the interest rate swap agreement was recorded incorrectly. Accordingly, the following items for the year ending June 30, 2019 have been restated to properly reflect the adjustment:

	Previously Reported	Adjustment	Restated
Balance Sheet:			
Interest rate swap agreement	$ 58,030	$ (116,060)	$ (58,030)
Net Assets	3,353,113	(116,060)	3,237,053
Income Statement:			
Fair value gain (loss)	9,497	(116,060)	(106,563)
Net income (loss)	194,214	(116,060)	78,154
Cash Flow:			
Change in fair value (gain) loss	(9,497)	(116,060)	106,563

SUPPLEMENTARY INFORMATION

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Position
June 30, 2020

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 3,762,816	$ 196,548	$ 3,959,364	$ 21,336	$ 3,980,700
Accounts receivable, net	848,651	-	848,651		848,651
Other receivables	214,549	-	214,549	(21,336)	193,213
Prepaid expenses	121,456	-	121,456	-	121,456
Security deposit	11,087	-	11,087	-	11,087
Total current assets	4,958,559	196,548	5,155,107	-	5,155,107
Property and equipment, net	3,621,331	-	3,621,331	-	3,621,331
Total assets	$ 8,579,890	$ 196,548	$ 8,776,438	$ -	$ 8,776,438
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	$ 98,538	$ -	$ 98,538	$ -	$ 98,538
Accounts payable	47,019	-	47,019	-	47,019
Accrued payroll and payroll liabilities	641,109	-	641,109	-	641,109
Accrued vacation	383,284	-	383,284	-	383,284
Accrued expenses	41,576	-	41,576	-	41,576
Deferred revenue	8,000	-	8,000	-	8,000
Total current liabilities	1,219,526	-	1,219,526	-	1,219,526
Long term liabilities:					
Interest rate swap agreement	163,783	-	163,783	-	163,783
PMPM reserve	210,687	-	210,687	-	210,687
Paycheck protection program note payable	2,212,100	-	2,212,100	-	2,212,100
Long-term-debt less current portion	2,116,679	-	2,116,679	-	2,116,679
Total long term liabilities	4,703,249	-	4,703,249	-	4,703,249
Total liabilities	5,922,775	-	5,922,775	-	5,922,775
Net assets:					
Without donor restrictions	2,657,115	145,648	2,802,763	-	2,802,763
With donor restrictions	-	50,900	50,900	-	50,900
Total net assets	2,657,115	196,548	2,853,663	-	2,853,663
Total liabilities and net assets	$ 8,579,890	$ 196,548	$ 8,776,438	$ -	$ 8,776,438

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Position
June 30, 2019

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
ASSETS					
Current assets:					
Cash and cash equivalents	$ 1,451,648	$ 211,227	$ 1,662,875	$ -	$ 1,662,875
Accounts receivable, net	943,181	-	943,181	-	943,181
Other receivables	284,929	-	284,929	-	284,929
Prepaid expenses	93,768	-	93,768	-	93,768
Security deposit	11,087	-	11,087	-	11,087
Total current assets	2,784,613	211,227	2,995,840	-	2,995,840
Property and equipment, net	3,715,469	-	3,715,469	-	3,715,469
Total assets	$ 6,500,082	$ 211,227	$ 6,711,309	$ -	$ 6,711,309
LIABILITIES AND NET ASSETS					
Current liabilities:					
Current portion of long-term debt	$ 93,538	$ -	$ 93,538	$ -	$ 93,538
Accounts payable	76,558	-	76,558	-	76,558
Accrued payroll and payroll liabilities	402,801	-	402,801	-	402,801
Accrued vacation	372,138	-	372,138	-	372,138
Accrued expenses	18,961	-	18,961	-	18,961
Deferred revenue	11,980	-	11,980	-	11,980
Total current liabilities	975,976	-	975,976	-	975,976
Long term liabilities					
Interest rate swap agreement	58,030	-	58,030	-	58,030
PMPM reserve	225,000	-	225,000	-	225,000
Long-term-debt less current portion	2,215,250	-	2,215,250	-	2,215,250
Total long term liabilities	2,440,250	-	2,440,250	-	2,440,250
Total liabilities	3,474,256	-	3,474,256	-	3,474,256
Net assets without donor restrictions	3,025,826	211,227	3,237,053	-	3,237,053
Total liabilities and net assets	$ 6,500,082	$ 211,227	$ 6,711,309	$ -	$ 6,711,309

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2020

		CLM Foundation					
	Center for Life Management	Without Donor Restrictions	With Donor Restrictions	Total	Total	Eliminations	Consolidated
Public support and revenues:							
Public support:							
Federal	$ 1,143,039	$ -	$ -	$ -	$ 1,143,039	$ -	$ 1,143,039
State of New Hampshire - BBH	380,896	-	-	-	380,896	-	380,896
State and local funding	44,102	-	-	-	44,102	-	44,102
Other public support	117,714	56,199	50,900	107,099	224,813	(57,000)	167,813
Total public support	1,685,751	56,199	50,900	107,099	1,792,850	(57,000)	1,735,850
Revenues:							
Program service fees, net	13,759,719	-	-	-	13,759,719	-	13,759,719
Other service income	584,033	-	-	-	584,033	-	584,033
Rental income	5,288	-	-	-	5,288	-	5,288
Other	286,347	-	-	-	286,347	(58,322)	228,025
Total revenues	14,635,387	-	-	-	14,635,387	(58,322)	14,577,065
Total public support and revenues	16,321,138	56,199	50,900	107,099	16,428,237	(115,322)	16,312,915
Operating expenses:							
BBH funded programs:							
Children	5,269,747	-	-	-	5,269,747	-	5,269,747
Elders	580,123	-	-	-	580,123	-	580,123
Vocational	321,661	-	-	-	321,661	-	321,661
Multi-Service	3,148,577	-	-	-	3,148,577	-	3,148,577
Acute Care	1,183,032	-	-	-	1,183,032	-	1,183,032
Independent Living	2,688,824	-	-	-	2,688,824	-	2,688,824
Assertive Community Treatment	799,937	-	-	-	799,937	-	799,937
Non-Specialized Outpatient	986,629	-	-	-	986,629	-	986,629
Non-BBH funded program services	577,697	121,778	-	121,778	699,475	(115,322)	584,153
Total program expenses	15,556,227	121,778	-	121,778	15,678,005	(115,322)	15,562,683
Administrative expenses	1,027,869	-	-	-	1,027,869	-	1,027,869
Total expenses	16,584,096	121,778	-	121,778	16,705,874	(115,322)	16,590,552
Change in net assets from operations	(262,958)	(65,579)	50,900	(14,679)	(277,637)	-	(277,637)
Non-operating expenses:							
Fair value gain on interest rate swap	(105,753)	-	-	-	(105,753)	-	(105,753)
Change in net assets	(368,711)	(65,579)	50,900	(14,679)	(383,390)	-	(383,390)
Net assets, beginning of year	3,025,826	211,227	-	211,227	3,237,053	-	3,237,053
Net assets, end of year	$ 2,657,115	$ 145,648	$ 50,900	$ 196,548	$ 2,853,663	$ -	$ 2,853,663

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Consolidating Statement of Activities
For the Year Ended June 30, 2019

	Center for Life Management	CLM Foundation Without Donor Restrictions	CLM Foundation With Donor Restrictions	CLM Foundation Total	Total	Eliminations	Consolidated
Public support and revenues:							
Public support:							
Federal	$ 893,941	$ -	$ -	$ -	$ 893,941	$ -	$ 893,941
State of New Hampshire - BBH	258,681	-	-	-	258,681	-	258,681
State and local funding	43,601	-	-	-	43,601	-	43,601
Other public support	171,448	53,389	-	53,389	224,837	-	224,837
Total public support	1,367,671	53,389	-	53,389	1,421,060	-	1,421,060
Revenues:							
Program service fees, net	13,076,818	-	-	-	13,076,818	-	13,076,818
Other service income	647,329	-	-	-	647,329	-	647,329
Rental income	5,188	-	-	-	5,188	-	5,188
Other	158,841	-	-	-	158,841	-	158,841
Gain on sale of assets	10,000	-	-	-	10,000	-	10,000
Total revenues	13,898,176	-	-	-	13,898,176	-	13,898,176
Total public support and revenues	15,265,847	53,389	-	53,389	15,319,236	-	15,319,236
Operating expenses:							
BBH funded programs:							
Children	5,157,438	-	-	-	5,157,438	-	5,157,438
Elders	501,342	-	-	-	501,342	-	501,342
Vocational	266,091	-	-	-	266,091	-	266,091
Multi-Service	2,971,434	-	-	-	2,971,434	-	2,971,434
Acute Care	932,421	-	-	-	932,421	-	932,421
Independent Living	2,334,134	-	-	-	2,334,134	-	2,334,134
Assertive Community Treatment	734,195	-	-	-	734,195	-	734,195
Non-Specialized Outpatient	1,063,655	-	-	-	1,063,655	-	1,063,655
Non-BBH funded program services	160,482	52,939	-	52,939	213,421	-	213,421
Total program expenses	14,121,192	52,939	-	52,939	14,174,131	-	14,174,131
Administrative expenses	960,388	-	-	-	960,388	-	960,388
Total expenses	15,081,580	52,939	-	52,939	15,134,519	-	15,134,519
Change in net assets from operations	184,267	450	-	450	184,717	-	184,717
Non-operating expenses:							
Fair value gain (loss) on interest rate swap	(106,563)	-	-	-	(106,563)	-	(106,563)
Change in net assets	77,704	450	-	450	78,154	-	78,154
Net assets, beginning of year	2,948,122	210,777	-	210,777	3,158,899	-	3,158,899
Net assets, end of year	$ 3,025,826	$ 211,227	$ -	$ 211,227	$ 3,237,053	$ -	$ 3,237,053

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES
Analysis of Accounts Receivable
For the Year Ended June 30, 2020

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	$ 319,858	$ 1,332,907	$ (650,309)	$ (784,518)	$ -	$ 217,938
Insurance companies	190,904	2,357,019	(1,109,816)	(1,270,819)	-	167,288
Medicaid	620,780	12,906,347	(1,473,721)	(11,506,447)	-	546,959
Medicare	55,207	600,041	(202,749)	(328,275)	-	124,224
Allowance	(242,758)	-	-	-	35,000	(207,758)
Total	$ 943,991	$ 17,196,314	$ (3,436,595)	$ (13,890,059)	$ 35,000	$ 848,651

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, 2020

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Public support and revenues:												
Public support:												
Federal	$ 120,000	$ -	$ -	$ -	$ 121,846	$ 838,292	$ 62,901	$ -	$ -	$ 1,143,039	$ -	$ 1,143,039
State of New Hampshire - BBH	23,580	529	192	15,800	8,190	128,315	187,589	2,989	12,861	380,045	851	380,896
State and local funding	14,638	-	-	-	-	-	-	14,838	14,626	44,102	-	44,102
Other public support	23,596	1,808	1,194	13,958	-	5,252	716	56,392	12,410	115,326	2,388	117,714
Total public support	181,814	2,337	1,386	29,758	130,036	971,859	251,206	74,219	39,897	1,682,512	3,239	1,685,751
Revenues:												
Program service fees, net	5,766,211	644,722	225,406	4,002,947	652,855	1,311,655	600,148	182,947	372,828	13,759,719	-	13,759,719
Other service income	55,032	39,410	-	-	225,837	50	-	106,160	157,018	583,507	526	584,033
Rental income	906	-	-	1,664	906	906	-	906	-	5,288	-	5,288
Other	71,951	8,128	13,555	32,724	19,050	55,062	17,965	47,680	7,451	273,566	12,781	286,347
Total revenues	5,894,100	692,260	238,961	4,037,335	898,648	1,367,673	618,113	337,693	537,297	14,622,080	13,307	14,635,387
Total public support and revenues	6,075,914	694,597	240,347	4,067,093	1,028,684	2,339,532	869,319	411,912	577,194	16,304,592	16,546	16,321,138
Total expenses	5,613,571	618,887	342,785	3,359,015	1,261,635	2,867,626	853,017	1,051,468	616,092	16,584,096	-	16,584,096
Change in net assets from operations	462,343	75,710	(102,438)	708,078	(232,951)	(528,094)	16,302	(639,556)	(38,898)	(279,504)	16,546	(262,958)
Non-operating expenses:												
Fair value gain on interest rate swap	(39,034)	(4,865)	(1,766)	(21,151)	(6,356)	(11,898)	(4,516)	(4,494)	(3,754)	(97,834)	(7,920)	(105,754)
Change in net assets	$ 423,309	$ 70,845	$ (104,204)	$ 686,927	$ (239,307)	$ (539,992)	$ 11,786	$ (644,050)	$ (42,652)	$ (377,338)	$ 8,626	$ (368,712)

See Independent Auditor's Report

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, 2020

	Children	Elders	Vocational	Multi-Service	Acute Care	Independent Living	Assertive Community Treatment	Non-Specialized Outpatient	Other Non-BBH	Total Program Services	Admin-istrative	Total Agency
Personnel costs:												
Salaries and wages	$ 3,517,174	$ 394,680	$ 198,892	$ 2,186,043	$ 864,616	$ 1,224,471	$ 503,184	$ 714,464	$ 364,766	$ 9,968,290	$ 673,659	$ 10,641,949
Employee benefits	767,602	94,734	76,817	489,456	159,571	332,811	162,504	88,175	86,411	2,258,081	105,781	2,363,862
Payroll taxes	238,239	26,975	13,246	146,770	60,509	78,185	31,431	47,888	24,332	667,575	45,825	713,400
Accounting/audit fees	21,784	2,696	983	11,975	3,545	6,685	2,532	2,452	2,177	54,829	4,365	59,194
Advertising	15,926	1,795	766	8,540	2,687	5,254	2,019	2,377	1,468	40,832	3,685	44,517
Conferences, conventions and meetings	4,532	338	310	3,546	2,456	1,307	1,676	1,804	1,736	17,705	10,694	28,399
Depreciation	83,381	10,376	3,767	44,961	13,557	25,223	9,631	9,586	8,211	208,693	16,692	225,385
Equipment maintenance	6,544	747	290	3,478	1,035	2,050	777	865	573	16,359	1,288	17,647
Equipment rental	18,809	1,755	601	8,006	4,103	4,059	1,540	3,429	1,518	43,820	2,661	46,481
Insurance	28,848	3,596	1,304	17,662	4,696	8,792	3,338	3,322	2,844	74,402	5,783	80,185
Interest expense	40,338	5,022	1,825	21,839	6,561	12,285	4,661	4,654	3,972	101,157	8,077	109,234
Legal fees	11,586	1,444	524	6,277	1,886	3,531	3,125	1,334	1,141	30,848	2,323	33,171
Membership dues	9,295	629	266	3,908	1,582	2,832	1,212	919	4,411	25,054	32,385	57,439
Occupancy expenses	183,078	7,141	2,031	44,771	7,279	835,189	5,285	52,857	7,643	1,145,274	9,002	1,154,276
Office expenses	90,266	7,033	4,392	40,017	14,290	30,381	22,046	19,429	7,342	235,196	22,695	257,891
Other expenses	8,103	906	547	5,179	2,800	3,207	1,591	1,514	3,173	27,020	11,862	38,882
Other professional fees	123,288	14,948	5,566	70,966	23,690	42,589	16,633	14,666	15,050	327,396	56,650	384,046
Program supplies	47,978	2,639	4,300	26,929	7,167	16,629	7,173	14,428	40,122	167,365	13,395	180,760
Travel	52,976	2,669	5,234	8,254	1,002	53,344	19,579	2,466	807	146,331	1,047	147,378
	5,269,747	580,123	321,661	3,148,577	1,183,032	2,688,824	799,937	986,629	577,697	15,556,227	1,027,869	16,584,096
Administrative allocation	343,824	38,764	21,124	210,438	78,603	178,802	53,080	64,839	38,395	1,027,869	(1,027,869)	-
Total program expenses	$ 5,613,571	$ 618,887	$ 342,785	$ 3,359,015	$ 1,261,635	$ 2,867,626	$ 853,017	$ 1,051,468	$ 616,092	$ 16,584,096	$ -	$ 16,584,096

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BOARD OF DIRECTORS FY2021

Name/Position	*Home Address*	*Day Phone/E-mail Address*
David Hebert Chairperson		
Maria Gudinas Vice Chair		
Susan Davis Secretary		
Ron Lague Treasurer		
Elizabeth Roth		
Judi Ryan		
Jeffrey Rind, MD		
Gail Corcoran		
Vic Topo President & CEO		
Vernon Thomas		
Christopher Peterson, MD		
Joseph Crawford		

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Angela Moran
[redacted]

Objective: Seeking employment in management, human services and customer service.

Experience:

Center for Life Management Derry, NH July 2017-Present

Interim Director of Housing 2/2019-Present

- Works collaboratively with The Bureau Housing Supports to outreach and assist homeless individuals
- Engage homeless towards finding permanent housing/treatment for mental illness or substance misuse.
- Refer individuals for clinical screening and diagnostics into case management services.
- Participate within the local LSDA, foster cooperation and collaboration between service providers, as well as follow through on referrals made to CLM in regards to possible homeless individuals.
- Follow state and federal regulations regarding use of funds and services for the homeless and mentally ill.
- Adhere to CLM and State of NH regulations regarding documentation and HMIS data collection
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Assist in the development of NOFA documentation and HMIS Annual Performance Reports
- Update APR's for PATH outreach, All Projects for housed Participants that are in SPC, SPC II, PH1 and FH1
- Follow through with Audits preformed on all Projects done by BHS
- Adhere to policies with Rental calculations, Redeterminations, FMR's
- Assist with getting documentation of homelessness for HUD's definition of the Chronically homelessness
- Voucher participants that fall into the HUD's CH definition and assist them with finding housing
- Work with landlords who accept the housing voucher through CLM and BHS to assist with and problem solve issues with participants
- Reports to VP and QA of CLM on a weekly basis

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Housing Development Assistant 10/2018-2/2019

- Works collaboratively with Housing Director to Outreach and assist homeless individuals.
- Engage homeless towards finding permanent housing/treatment for mental illness or substance misuse.
- Refer individuals for clinical screening and diagnostics into case management services.
- Participate within the local LSDA, foster cooperation and collaboration between service providers, as well as follow through on referrals made to CLM in regards to possible homeless individuals.
- Follow state and federal regulations regarding use of funds and services for the homeless and mentally ill.
- Adhere to CLM and State of NH regulations regarding documentation and HMIS data collection
- Attend /participate in HMIS data Committee, Advisory Meetings, Housing Action Meetings, Balance of State Continuum of Care meetings and various BOSCOC meetings
- Assist in the development of NOFA documentation and HMIS Annual Performance Reports
- Assist individuals w/ applying for Medicaid and Social Security benefits
- Perform other duties as assigned by Director

PATH Outreach Worker 7/2017-10/2108

- Coordinate intake and needs for assessments for all clients and work with clients and their barriers to obtain services/housing and/or perform a warm handoff to in-house case manager.
- Perform outreach services, contacting homeless persons in all places where they congregate in our catchment area.
- Provide supportive services in a non-judgmental manner.
- Provide information, referrals, and advocacy to assist clients in accessing services and resources.
- Assist clients with procuring necessary documents and services such as ID card, birth certificate, social security, disability income.
- Assist clients with housing applications, complete supportive and subsidized housing paperwork, and advocate for clients with prospective landlords.

Work Opportunities Unlimited Dover, NH 2016-2017

Career Resource Specialist Seacoast Area

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- Assist clients develop career goals/Work support and assessment
- Intake coordination for DCYF clients
- Create and develop Individual Support Plans/Coaching clients to help maximize success
- Job retention skills/Job coaching skills
- Mock interviewing skills and assessment
- Job Development/Business Development

Sutton Hill Center-Genesis Healthcare North Andover, MA 2016-Present

Recreation Assistant

- Daily activities for resident-groups of 5-12 residents at a time in groups
- One on One visits offer sensory stimulation
- Prepare progress notes quarterly for resident's progress
- Assist with transporting, communicating and setting up for activity programs

Rutland Healthcare and Rehabilitation -Genesis Healthcare Rutland, VT 2015-2016

Recreation Assistant

- Daily activities for resident-groups of 5-12 residents at a time in groups
- One on One visits offer sensory stimulation
- Prepare progress notes quarterly for resident's progress
- Assist with transporting, communicating and setting up for activity programs

Balance Chiropractic PLLC Concord, NH 2008-2015

Office Manager

- Maintained all charts and intakes for patients
- Scheduling, collecting co-pays, calling insurance companies for benefits
- Following up on charts and following up with payments from patients
- Ordered supplies, supplements, fielding calls to schedule and reschedule patients

Children's Place Manchester, NH 2007-2008

Store Manager

- Ran all aspects of the stores operation from scheduling, payroll, shipment, floor sets
- Training all management and part time sales associates
- Customer service

Olympia Sports Salem, NH 1995-2007

Store Manager

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- Part time from 1995-1997, Manager Trainee, Store Manager 2000
- Ran all operations of store and maintained good customer service
- Training for all management and part time sales associates
- Made sure to reach sales goals and inventory

Volunteer Experience

YMCA Allard Center of Goffstown

- Volunteered for co-coaching of competitive swim team (18 kids ages 11-16)
- Volunteered for Kohl's Cares Softball tournament to raise $500
- Volunteered for Zumba/dance-a-thon to raise over $200

Education:

Rutland High School 1997

Seacoast Career School 2006

References:

Erin Mitchell- YMCA of Greater Nashua, Director of Achievement

[redacted]

Kristin Jones, BA- Counselor

[redacted]

Amanda St. Cyr - Supply Supervisor, Elliot Hospital

[redacted]

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DIANA LACHAPELLE, CPA

[redacted] [redacted]

Strategically focused leader with extensive operations, accounting and financial management experience. Possesses keen business acumen and decision making skill. Proven track record of working collaboratively and driving change to optimize profitability.

Core Qualifications

- Strategic Planning
- Revenue Cycle Management
- Financial Reporting & Analysis
- SOX Compliance
- Budgeting & Forecasting
- Contract Negotiations
- Internal Controls
- Audit
- Labor Management

PROFESSIONAL EXPERIENCE

VICE PRESIDENT – CHIEF FINANCIAL OFFICER

The Mental Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

CHIEF EXECUTIVE OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President. Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction.

CONTROLLER/CHIEF FINANCIAL OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

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Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

CPA SERVICES
Diana C. Lachapelle, CPA, Bedford, NH 2003-2011
Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING
Timberland Corporation, Stratham, NH 1996-1999

- Responsible for all financial aspects of this $550 million manufacturing and sourcing operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by $6.9 million.

FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP
Nashua Corporation, Nashua, NH 1993-1996

AUDITOR
Ernst & Young, Manchester, NH 1989-1992

EDUCATION & CERTIFICATION

Bachelor of Science in Business Administration, University of New Hampshire, Durham
Certified Public Accountant, State of New Hampshire
Member of the American College of Healthcare Executives and Healthcare Financial Management Association

SYSTEM EXPERIENCE

Oracle Enterprise Performance Management System, Oracle PeopleSoft, Hyperion, Cerner EMR and reporting, E-Time, Attendance Enterprise, Microsoft Office Suite, Ariba Contract Management, Maven, Beacon, Tableau

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KENNETH M. BROWN, M.D.,M.P.H.

EDUCATION

1994-1996	Child and Adolescent Psychiatry Fellowship University of Miami/ Jackson Memorial Hospital
1991-1994	Psychiatry Residency Medical University of South Carolina Institute of Psychiatry Charleston, South Carolina
1987-1992	Doctor of Medicine Tulane University School of Medicine Tulane Medical Center Charity Hospital New Orleans, Louisiana
1987-1991	Masters of Public Health Tulane University School of Tropical Medicine and Public Health New Orleans, Louisiana
1983-1987	Bachelor of Science Engineering Major: Biomedical Engineering Tulane University School of Engineering
1985-1986	Tulane University Honor Scholar Junior Year Abroad Major: Engineering University of Southampton Southampton, England

EMPLOYMENT

2000-Present	Medical Director Hampstead Hospital Hampstead, New Hampshire
1996-2000	Chief, Child and Adolescent Psychiatrist Hampstead Hospital Hampstead, New Hampshire

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EMPLOYMENT (cont.)

1996-Present Solo Private Practice (Inpatient and Outpatient)
Child, Adolescent and Adult Psychotherapy and Psychopharmacology
Hampstead Hospital
218 East Road
Hampstead, New Hampshire

1997-2000 Child and Adolescent Psychiatrist
Center for Life Management
Community Mental Health Center
Derry, New Hampshire

1991-1994 Court Appointed Expert Witness
Court Appointed Designated Examiner
Charleston County Court

1993-1994 Treating Psychiatrist
South Carolina Department of Mental Health
Dual Diagnoses Community Mental Health Clinic
Charleston, South Carolina

ACADEMIC AFFILIATIONS

1999-Present Adjunct Professor in Clinical Research
Dartmouth University
Hanover, New Hampshire

RESEARCH

2001-2003 Sub-investigator
Access Clinical Trials

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Patients with Bipolar Disorder.
Shire Laboratories

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release Carbamazepine in Lithium Failure Patients with Bipolar Disorder.
Shire Laboratories

A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary Efficacy of Flutamide Compared to Placebo in Patients with Anorexia Nervosa
Vela Pharmaceuticals Inc.

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RESEARCH (cont.)

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics.
Corcept Therapeutics, Inc.

Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia
Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.
Bristol-Myers Squibb Pharmaceutical Research Institute

PUBLICATIONS and POSTER PRESENTATIONS

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression
Daviss, Bentivoglio, Racusin, Brown, et al.,
J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression
Bostic J.Q., Prince J., Brown K., Place S.
Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.
Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S.
Psychopharmacoogy Bulletin 2002; 36: 100-107

2001 Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.
Presented at the Annual Meeting of the American Psychiatric Association,
New Orleans, LA 5/9/2001

2001 Citalopram in Adolescents with Mood and Anxiety Disorders.
Presented at the Annual Meeting of NCDEU,
Phoenix, AZ 5/29/2001

2001 Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.
Presented at the Annual Meeting of the American Psychiatric Association 2001
Institute on Psychiatric Services,
Orlando, FL 10/11/2001

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HONORS AND OFFICES HELD

ACADEMIC AWARDS AND OFFICES

--Golden Apple Award for Excellence in teaching medical students
--Residency Education Committee representative
--Vice President Tulane Medical School Class of 1991
--President Jewish Medical Student Organization

ACADEMIC AWARDS AND OFFICES (cont.)

--Tau Beta Pi (engineering honor society)
--Alpha Eta Mu Beta (biomedical engineering honor society)
--Alpha Epsilon Delta (premedical honor society)
--Honor Scholar Junior Year Abroad Program

SOCIETY MEMBERSHIPS

--American Medical Association
--American Psychiatry Association
--American Academy of Child and Adolescent Psychiatry
--New Hampshire Medical Association
--New Hampshire Psychiatry Association
--New England Society of Child and Adolescent Psychiatry

CERTIFICATIONS

--Board Certified General Psychiatry
American Board of Psychiatry and Neurology, #43597
--Board Eligible, Child and Adolescent Psychiatry

LICENSES

--New Hampshire, Maine, South Carolina, Florida, Louisiana

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Steve Arnault

Objective

To obtain a position where I can maximize my multilayer of management skills, quality assurance, program development, experience as an educator, customer service, and a successful track record in the health care environment.

Professional Experience

Lead — **Healthcare Systems Align, LLC**, Nottingham, NH — 1/2010 – Present

Healthcare Systems Align.com

- Provide consultation to agencies, medical practices and practitioners to establish systems of integrated healthcare that includes practice patterns, billing strategies, quality and compliance strategy, policy development, outcome measurement and supervision.

VP of Quality, Compliance — **Center for Life Management**, Derry, NH — 1/2009 - Present
www.centerforlifemanagement.org

- Senior management position in mental health center serving 6000 consumers Responsibilities include development, implementation and monitoring of strategies and systems to continuously improve the quality of services to consumers. Assure compliance to state and federal regulations.
- Develop and maintain systems to assure fidelity to evidence based practices.
- Continuous development of EMR and associated staff training.
- Establish and maintain outcome measures and their incorporation into QI/UR initiatives.
- Develop and implement projects to improve the quality of care.
- Chair of agency Safety Committee.

Director, Behavioral Health Services — **Portsmouth Regional Hospital**, Portsmouth, NH — 1/2006 - 12/2009

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and Interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10. 5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

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Steve Arnault

Assistant Director of Behavioral Health Services	**Portsmouth Regional Hospital** Portsmouth, NH	4/2005 – 1/2006

- Responsible for the clinical and administrative functioning of the Psychiatric assessment and Referral Service (PARS). Manage annual budget of 600K.
- Supervision of 22 clinicians who provide psychiatric crisis assessments, admissions, intake and referral 24 hours a day.
- Supervision, oversight and development of the Interdepartmental Service: 3 clinicians who provide psychiatric assessment, consultation and therapy to patients admitted medically to the hospital.

Director of Adult Services	**Community Partners**; Dover, NH	11/2001 – 4/2005

- Responsible for the clinical, administrative and financial operations of the Adult Outpatient Therapy, EAP, Admissions, Emergency Services, Geriatric and Acute Service programs (PHP/IOP) serving Strafford County. Supervised 4 mangers responsible for 26 staff. Manage annual budget of 3 million dollars.

Clinical Director of Community Support Prog.	**Riverbend Community Mental Health Ctr** Concord, NH	9/2000 – 11/2001

- Responsible for the clinical, administrative and fiscal operations of programs serving 554 consumers with severe and persistent mental illness. Directly supervise 5 managers responsible for 60 staff. Development and oversight of annual budget of 4 million dollars.

Treatment Team Coordinator	**Riverbend Community Mental Health Ctr** Concord, NH	8/1996 – 9/2000

- Clinical and administrative supervision of a multidisciplinary team of 12 direct care staff. Serving an average of 100 individuals with severe and persistent mental illness.

Team Leader	**Strafford Guidance Center**; Dover, NH	1/1993 – 8/1996

- Clinical and administrative supervision of 8 direct care staff. Serving an average of 80 individuals with severe and persistent mental illness.
- Developed the first interagency treatment team to serve individuals with severe and persistent mental illness and developmental disabilities in NH.

Clinical Case Manager	**Strafford Guidance Center**; Dover, NH	1/1992 – 12/1993

- Provided psychotherapy and case management services to individuals with severe and persistent mental illness and substance abuse issues as part of The Continuous Treatment Team study through Dartmouth College.

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Steve Arnault

Assistant Director / Behavioral Specialist — **Residential Resources**; Keene, NH — 1/1989 – 1/1992

- Directed all administrative, fiscal and clinical activities for 5 group homes and 3 supported living arrangements serving people with developmental disabilities. Provide behavioral consultation to individuals with behavioral/functional challenges.

Behavioral Specialist / Clinical Supervisor — **The Center for Humanistic Change** Manchester, NH — 8/1986 – 1/1989

- Provide behavioral consultation to individuals facing behavioral/functional challenges in group homes, day programs, vocational and family settings. Supervised 2 clinicians.

House Manager — **Greater Lawrence Psychological Center** Lawrence, MA — 6/1984 – 8/1986

- Administrative, clinical and financial management of a group home serving 4 men with severe and persistent mental illness.

Teaching & Educational Experience

Adjunct Faculty — **New England College**; Henniker, NH www.nec.edu — 9/1994 - Present

- Teach graduate and undergraduate courses in psychology, counseling., program development and evaluation

Director of Masters Degree Program in Mental Health Counseling — **New England College**; Henniker, NH — 1/1998 – 3/2002

- Developed and implemented curriculum for degree program.
- Oversight of curriculum to insure quality, academic standards and student retention.
- Development and execution of marketing plan.
- Provided academic advising and mentoring to students.
- Faculty recruitment, supervision and monitoring of academic quality

Curriculum Consultant — **New England College**; Henniker, NH — Fall 2012 - Present

- Developed curricula for a certificate and C.A.G.S. in the integration of behavioral health into primary medicine.

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VICTOR TOPO

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 13 million.
- 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. 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 fifteen years.
- Adopted Neurostar Transcranial Magnetic Stimulation (TMS) in 2010 as newest neuro tech treatment for treatment resistant Major Depressive Disorder. First free standing community mental health center in the U.S. to offer it.
-

Pathways, Inc. – Mentor, OH **1988 - 1999**

Chief Executive Officer/Executive Director

Started with managing a small single purpose case management agency with revenues of $486,000 and over 11 years grew revenues to 4 million by expanding services to chronically mentally ill consumers. Created senior management team and strengthened Board of Directors utilizing shared vision approach.

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Key results:

- In collaboration with mental health board designed one of Ohio's first 24 hour 7 days a week in-home crisis stabilization program called C.B.S. (Community Based Stabilization).
- Assumed leadership role in transitioning 32 long-term patients back to our community.
- Positioned organization every year to competitively bid on ever/service provided and be awarded the service contract. Expanded wide range of services that include psychiatry, counseling, emergency services and housing.
- Created county's only Atypical Neuroleptic Medication Program (e.g. Clozaril).
- Pathways' first long range strategic plan in 1992.
- Increased Medicaid revenue from $38,000 in 1989 to $431,210 in 1997.

Community Counseling Center – Ashtabula, OH **1983-1988**
Case Management Supervisor/Case Manager

Provided direct services and supervision for services to severely mentally disabled persons in the community. Partnered with local private hospital as well as state hospital.

Key results:

- Transitioned consumers back into supervised and independent living.
- Recruited, trained and managed staff of five case managers.
- Designed and implemented agency's first case management program.

EDUCATION

Master of Social Work (MSW)
West Virginia University, Morgantown, WV

Bachelor of Arts (BA)
Siena College, Londonville, NY

Associate of Applied Science (AAS)
Fulton-Montgomery Community College, Johnstown, NY

BOARD/LEADERSHIP POSITIONS

Heritage United Way – Board of Directors

Mental Health Commission – Co-Chair
Consumers and Families Work Group

Statewide Evidenced Based Practice Committee – Co-Chair

Greater Salem Chamber of Commerce – Board of Directors

Behavioral Health Network – Board of Directors

Greater Derry/Londonderry Chamber of Commerce – Board of Directors

Greater Derry/Salem Regional Transportation Council (RTC) -
Chairman, Board of Directors, Derry, NH

Greater Salem Leadership Program – Graduate, Class of 2001

KEY ADMINISTRATION PERSONNEL - SFY 2022
HOUSING BRIDGE SUBSIDY PROGRAM

Contractor Name: The Mental Health Center for Southern New Hampshire dba CLM Center for Life Management

NAME	JOB TITLE	SALARY	PERCENT PAID FROM THIS CONTRACT	AMOUNT PAID FROM THIS CONTRACT
Vic Topo	President/Chief Executive Officer	$186,485	1.50%	$2,797
Diana Lachapelle	Vice President/Chief Financial Officer	$146,958	1.50%	$2,204
Kenneth Brown	Chief Medical Officer	$149,378	1.50%	$2,241
Steve Arnault	VP, Clinical ServiceQuality, Compliance	$326,400	1.50%	$4,896
Angela Moran	Housing Coordinator	$55,000	10.00%	$5,500
TOTAL SALARIES				$17,638

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STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES

DIVISION FOR BEHAVIORAL HEALTH

Lori A. Shibinette
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

September 18, 2020

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** amendments to existing contracts with the vendors listed below to provide housing bridge subsidy services, by increasing the total price limitation by $1,354,971 from $8,643,679 to $9,998,650 of which $7,288,975 is shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, with no change to the contract completion dates of June 30, 2021, effective upon Governor and Council approval. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, Item #14.

Vendor Name	Current Individual Vendor Price Limitation	Current Shared Price Limitation	Current Individual Price Limitation	Increase (Decrease) to Individual Vendor Price Limitation	Increase (Decrease) to Shared Price Limitation	Revised Shared Price Limitation	Revised Individual Price Limitation*
Northern Human Services.	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
West Central Services d/b/a West Central Behavioral Health	$158,800		$6,678,775	$2,733			$7,450,508
The Lakes Region Mental Health Center, Inc. d/b/a Genesis Behavioral Health	$158,800		$6,678,775	$347,855			$7,795,630
Riverbend Community Mental Health, Inc.	$331,626		$6,851,601	$76,979			$7,697,580

Monadnock Family Services	$158,800	Total Shared Price Limitation $6,519,975	$6,678,775	$2,733	Increase to Shared Price Limitation $769,000	Total Shared Price Limitation $7,288,975	$7,450,508
Community Council of Nashua, NH d/b/a Greater Nashua Mental Health Center at Community Council	$348,852		$6,868,827	$67,760			$7,705,587
The Mental Health Center of Greater Manchester, Inc.	$331,626		$6,851,601	$76,979			$7,697,580
Seacoast Mental Health Center, Inc.	$158,800		$6,678,775	$2,733			$7,450,508
Behavioral health & Developmental Svs of Strafford County, Inc., d/b/a Community Partners of Strafford County	$158,800		$6,678,775	$2,733			$7,450,508
The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management	$158,800		$6,678,775	$2,733			$7,450,508
Total:	**$2,123,704**	**$6,519,975**	**$8,643,679**	**$585,971**	**$769,000**	**$7,288,975**	**$9,998,650****

* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.

** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.

Funds are available in the following account for State Fiscal Year 2021 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.

Please see attached financial details.

EXPLANATION

This request is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Community Mental Health Centers provide direct services to individuals leaving New Hampshire Hospital who are in need of stable housing. The Community Mental Health Centers provide

housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

The purpose of this request is to increase funding to support additional housing vouchers, staff allocations in designated regions, background checks and travel to better support the provision of the US Housing and Urban Development's Section 811 Project Rental Assistance Program, add a lifetime stipend for clients' housing related costs, and to implement the pilot program called the Integrative Housing Voucher Program.

Approximately 100 additional individuals will be served from the date of Governor and Executive Council approval to June 30, 2021, in addition to the 425 who are currently receiving services.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which include facilitating linkages to mental health services and community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Integrative Housing Voucher Program will provide housing support services to individuals who have had involvement in the criminal justice system and who are transitioning to the community. The Contractor responsible to implement the pilot program will also facilitate linkages to mental health services and community support services.

The Housing Bridge Subsidy Program and Integrative Housing Voucher Programs serve as a bridge to the federal Housing Choice Voucher Program, filling the gap from when an individual is placed on the Housing Choice Voucher waitlist to when the individual is approved and receives the voucher. The average wait time for a Housing Choice Voucher is nine (9) to eleven (11) years. The Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014, and allows individuals enrolled in either housing voucher program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers to two (2) to three (3) years.

The Department will monitor contracted services by reviewing:

- The percent of individuals receiving housing services as requesting within fourteen (14) days of referral.
- Percent of individuals housed within 30 days of referral.
- Percent of individuals who remain in stable housing for one (1) year or longer.
- Percent of complaints regarding services that are investigated and closed within fifteen (15) days of receipt of the complaint.
- Percent of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment.

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original contracts, 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 not exercising its option to renew at this time.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness and/or involvement with the Department of Correction will not have the

resources to pay for rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area served: Statewide

Source of Funds: 100% General Funds.

Respectfully submitted,

Lori Shibinette

Lori A. Shibinette
Commissioner

FINANCIAL DETAILS

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Northern Human Services (Vendor Code 177222-B004)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$347,855	$438,594
		Sub-total		$158,800	$347,855	$506,655

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Monadnock Family Services (Vendor Code 177510-B005)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Council of Nashua, NH (Vendor Code 154112-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$149,512	$0	$149,512
2021	102/500731	Contracts for Program Services	92204117	$199,340	$67,760	$267,100
		Sub-total		$348,852	$67,760	$416,612

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$142,128	$0	$142,128
2021	102/500731	Contracts for Program Services	92204117	$189,498	$76,979	$266,477
		Sub-total		$331,626	$76,979	$408,605

Seacoast Mental Health Center, Inc. (Vendor Code 174089-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Community Partners of Strafford County (Vendor Code 177278-B002)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

CLM Center for Life Management (Vendor Code 174116-R001)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92204117	$68,061	$0	$68,061
2021	102/500731	Contracts for Program Services	92204117	$90,739	$2,733	$93,472
		Sub-total		$158,800	$2,733	$161,533

Total Family Support Services	*$2,123,704*	*$585,971*	*$2,709,675*

Funding Amount Shared by Vendors as follows:

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS:
BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
2020	102/500731	Contracts for Program Services	92234117	$2,802,675	$0	$2,802,675
2021	102/500731	Contracts for Program Services	92234117	$3,717,300	$769,000	$4,486,300
		Sub-total		$6,519,975	$769,000	$7,288,975

Grand Total	*$8,643,679*	*$1,354,971*	*$9,998,650*

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State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Housing Bridge Subsidy Program Services

This 1st Amendment to the Housing Bridge Subsidy Program Services contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management, (hereinafter referred to as "the Contractor"), a Domestic Nonprofit Corporation with a place of business at 10 Tsienneto Rd, Derry, NH 03038.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on August 28, 2019, (Item #14), 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, Paragraph 18, and the Contract may be amended upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; 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 1.8, Price Limitation, to read:

   $7,450,508.

2. Modify Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.6, to read:

   1.6. The Contractor shall provide a shared maximum of five hundred (500) housing vouchers among all vendors.

3. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.1, Paragraph 2.1.3. to read:

   2.1.3. Finalizing individualized housing plans within fifteen (15) days from the date of receiving the initial referral for services, which includes, but is not limited to:

      2.1.3.1. Benefits eligibility and status.

      2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

         2.1.3.2.1. Supportive services.

         2.1.3.2.2. Substance use treatment; recovery support services.

         2.1.3.2.3. Behavioral health care; psychiatric health care.

         2.1.3.2.4. Primary health care.

4. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.2. to read:

   2.2. The Contractor shall initiate individual housing services within seven (7) days of finalizing the individualized housing plan. Individual housing services include, but are not limited to:

      2.2.1. Obtaining the individual's housing history.

      2.2.2. Assessing individual housing preferences.

      2.2.3. Assisting the individual with identifying available housing units with rent

requirements within the payment standards as released by the New Hampshire Housing Finance Authority (NHHFA), in the individual's communities of choice.

2.2.4. Assisting individuals with obtaining, completing, and submitting housing applications and any associated procedures, such as credit or reference checks and compliance with the Fair Housing Act to ensure reasonable accommodations.

2.2.5. Assisting individuals with contacting potential landlords.

2.2.6. Attending meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensuring the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensuring individuals understand fair housing laws.

2.2.9. Assisting individuals with identifying initial rental needs and resources, which includes but is not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Security utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensuring housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements set forth in the New Hampshire Housing Finance Authority Housing Choice Voucher Administrative Plan, and by utilizing the HUD housing quality standards form to complete initial and annual inspections.

2.2.11. Providing assistance with applying for all benefits for which an individual may be eligible, which includes, but is not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with appeal processes for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

5. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, Subsection 2.6, Paragraph 2.6.2. to read:

2.6.2. Review each individual's income annually, and as changes to income are reported to ensure proper calculation of rent in accordance with applicable HUD guidelines and to ensure the individual continues to meet the extremely low income definition as documented by HUD.

6. Modify Exhibit A, Scope of Services, by adding Section 2, Scope of Services, by adding Subsection 2.12. to read:

2.12. The Contractor shall work with the Department to create and enforce programmatic policies

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approved by the Department.

7. Modify Exhibit A, Scope of Services, Section 2, Scope of Services, by adding Subsection 2.13. to read:

   2.13. The Contractor shall provide a lifetime stipend of up to $250 to individuals who:

      2.13.1. Are actively part of the Housing Bridge Subsidy Program.

      2.13.2. Have documented housing related needs not being met by other identified resources within the community.

      2.13.3. Have not used all of the allowable $250 stipend while previously participating in the Housing Bridge Subsidy Program.

8. Modify Exhibit A, Scope of Services, Section 4, Reporting, Subsection 4.2, by adding Paragraph 4.2.5. to read:

   4.2.5. The last name, address, total lifetime stipend amount used, a description of the housing related costs, and who the payment was made to.

9. Modify Exhibit A, Scope of Services, Section 5, Performance Measures, Subsection 5.2 to read:

   5.2. The performance measures will be designated to evaluate:

      5.2.1. Percent of individuals receiving housing services provided under subsection 2.2. of this contract.

      5.2.2. Percent of individuals housed within ninety (90) calendar days of referral.

      5.2.3. Percent of individuals who do not remain in stable housing for one (1) year or longer who include:

         5.2.3.1. Individuals who have experienced homelessness;

         5.2.3.2. Individuals who were at risk of homelessness due to eviction; and

         5.2.3.3. Individuals who were admitted to NHH.

10. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 7, to read:

   7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 500 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $4,348,800 for SFY 21. The total price limitation for the lifetime client stipend among all ten (10) Agreements is $137,500. The combined statewide total shared price limitation among all agreements is $7,288,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.

11. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8., subsection 8.1 to read:

   8.1. 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 items as specified in Exhibit B-1 Budget, and Exhibit B-2, Amendment #1 Budget, which does not include the price limitation available for vouchers or the lifetime client stipend.

12. Modify Exhibit B-2, Budget by replacing in its entirety with Exhibit B-2, Amendment #1 Budget, which is attached hereto and incorporated by reference herein.

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All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective upon the date of Governor and Executive 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

10/29/2020
Date

DocuSigned by:
Katja Fox
E0900580C02442
Name: Katja Fox
Title: Director

The Mental Health Center for Southern New Hampshire d/b/a CLM Center for Life Management

10/13/20
Date

Name: Vic Topo
Title: CEO

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New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10/30/2020
Date

DocuSigned by:
[signature]
D5CA8202E32C4AE...
Name: Catherine Pinos
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:

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Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contractor Name: The Mental Health Center for Southern New Hampshire
DBA CLM Center for Life Management
Budget Request for: Housing Bridge Subsidy Program Services
Budget Period: SFY 21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost: Direct	Total Program Cost: Indirect	Total Program Cost	Contractor Share / Match: Direct	Contractor Share / Match: Indirect	Contractor Share / Match	Funded by DHHS contract share: Direct	Funded by DHHS contract share: Indirect	Funded by DHHS contract share: Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 16,843.00	$ -	$ 16,843.00	$ -	$ -	$ -	$ 16,843	$ -	$ 16,843.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -		$ -	$ -
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 4,500.00	$ -	$ 4,500.00	$ -	$ -	$ -	$ 4,500	$ -	$ 4,500.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 840.00	$ -	$ 840.00	$ -	$ -	$ -	$ 840	$ -	$ 840.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 592.00	$ -	$ 592.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 800.00	$ -	$ 800.00	$ -	$ -	$ -	$ 800	$ -	$ 800.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specify details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
14. Admin	$ -	$ 10,015	$ 10,015	$ -	$ -	$ -		$ 10,015	$ 10,015
TOTAL	$ 83,487	$ 10,015	$ 93,473	$ -	$ -	$ -	$ 83,487	$ 10,015	$ 93,473

Indirect As A Percent of Direct: 12.0%

Contractor Initials: DT
Date: 10/13/20

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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

Jeffrey A. Meyers
Commissioner

Katja S. Fox
Director

August 13, 2019

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division for Behavioral Health, to enter into **sole source** contracts with the ten (10) vendors identified in the table below to provide housing bridge subsidy services in an amount not to exceed $8,643,679, of which $6,519,975 is a shared among all vendors for rental assistance, for which there is no maximum or minimum service volume guarantee, effective October 1, 2019, or upon Governor and Executive Council approval, whichever is later, through June 30, 2021. 100% General Funds.

Vendor	Vendor Code	Locations	Vendor-Specific Price Limitation	Housing Bridge Subsidy Shared Price Limitation	Total Price Limitation
Northern Human Services	177222-B001	Conway	$158,800	$6,519,975	$6,678,775
West Central Services DBA West Central Behavioral Health	177654-B001	Lebanon	$158,800	$6,519,975	$6,678,775
The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health	154480-B001	Laconia	$158,800	$6,519,975	$6,678,775
Riverbend Community Mental Health, Inc.	177192-R001	Concord	$331,626	$6,519,975	$6,851,601
Monadnock Family Services	177510-B005	Keene	$158,800	$6,519,975	$6,678,775

Community Council of Nashua, NH DBA Greater Nashua Mental Health Center at Community Council	154112-B001	Nashua	$348,852	$6,519,975	$6,868,827
The Mental Health Center of Greater Manchester, Inc.	177184-B001	Manchester	$331,626	$6,519,975	$6,851,601
Seacoast Mental Health Center, Inc.	174089-R001	Portsmouth	$158,800	$6,519,975	$6,678,775
Behavioral Health & Developmental Svs of Strafford County, Inc., DBA Community Partners of Strafford County	177278-B002	Dover	$158,800	$6,519,975	$6,678,775
The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management	174116-R001	Derry	$158,800	$6,519,975	$6,678,775
TOTAL			**$2,123,704**	**$6,519,975**	**$8,643,679**

2. Contingent upon the approval of Requested Action 1, authorize the Department of Health and Human Services to make an advance payment available in September 2019, up to a maximum $311,408 of the $6,519,975 Housing Bridge Subsidy shared price limitation to be shared among all vendors to ensure housing subsidies are available for clients upon Governor and Executive Council approval.

Funds to support this request are anticipated to be available in the following accounts for State Fiscal Years 2020 and 2021, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

05-95-92-922010-4117 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SERVICES DEPT OF, HHS: BEHAVIORAL HEATLH DIV, BUREAU OF MENTAL HEALTH SERVICES, CMH PROGRAM SUPPORT (100% General Funds)

Please see attached financial details.

EXPLANATION

This request is sole source because the Community Mental Health Centers (CMHCs) provide direct services to individuals leaving New Hampshire Hospital who may lack stable

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housing. These agreements will enable the CMHCs to provide housing support services to adults with severe mental illness who lack safe and permanent housing options in the community through the Housing Bridge Subsidy Program.

Approximately 425 individuals will be served from October 1, 2019 to June 30, 2021.

The contractors will work with eligible individuals with severe mental illness who are at risk of being homeless to provide them with rental subsidies and supports. First priority will be given to individuals who are ready for discharge from New Hampshire Hospital and lack stable housing.

The contractors will provide services in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. The program provides housing support services, as well as case management services for individuals who otherwise do not currently have a case manager. The Contractors provide services within individuals' home communities, which includes facilitating linkages to mental health services and local community support services in order to obtain stable housing and decrease the risk of hospitalization.

The Housing Bridge Subsidy Program serves as a bridge to the federal Housing Choice Voucher Program, filling the gap between from when an individuals is placed on the Housing Choice Voucher wait list to when the individaul is approved and receives the voucher. The average wait for a Housing Choice Voucher is 9 to 11 years. The an Interagency Partnership Agreement between the Department and the New Hampshire Housing Finance Authority has been in effect since May 5, 2014 and allows individuals enrolled in the Housing Bridge Program to be placed on a special preference list that reduces the wait time for Housing Choice Vouchers from 9-11 years to 2- 3 years.

Participants in the program are provided subsidies and contribute thirty (30) percent of their household income toward rent. The subsidy is $715 per month with some ability to increase the amount based on housing costs.

The services supported by this contract are a central component of the Community Mental Health Agreement (Amanda D Settlement), which requires the State to develop and implement measures to meet individuals' needs that support their ability to live in their communities in integrated settings.

As referenced in Exhibit C-1 of each of the ten (10) contracts, the parties have the option to extend contract services for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

The Department will monitor the effectiveness of all ten (10) vendors and the delivery of services required under this agreement using the following performance measures:

- Maintaining and ensuring timely Housing Bridge voucher payments to all landlords.
- Provide housing support services for all individuals in order to secure safe and affordable housing in the individual's community of choice and to ensure they maintain safe, stable housing.
- Ensure individuals remain in good standing on the Section 8 Housing Choice Voucher waitlist.

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- Assist individuals to identify and transition out of the Housing Bridge Subsidy program into other integrated, permanent housing options.
- Conduct annual housing inspections and income verification reviews.
- Develop annual housing support plans and coordinate with treatment providers, community organizations, and case managers to ensure individuals have access to needed and requested health and social supports.

Should the Governor and Executive Council not authorize this request, approximately 425 individuals with severe mental illness may lose their rental housing and supports and the State will be at risk of not fulfilling the requirements of the Community Mental Health Agreement.

Area Served: Statewide

Source of funds: 100% General Funds.

Respectfully submitted

Jeffrey A. Meyers
Commissioner

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	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

West Central Services DBA West Central Behavioral Health (Vendor Code 177654-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

The Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Riverbend Community Mental Health, Inc. (Vendor Code 177192-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Monadnock Family Services (Vendor Code 177510-B005)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Council of Nashua, NH (Vendor Code 154112-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$149,512
2021	102-500731	Contracts for program services	92204117	$199,340
			Subtotal	$348,852

The Mental Health Center of Greater Manchester, Inc. (Vendor Code 177184-B001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$142,128
2021	102-500731	Contracts for program services	92204117	$189,498
			Subtotal	$331,626

Financial Details

Seacost Mental Health Center, Inc. (Vendor Code 174089-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

Community Partners of Stafford County (Vendor Code 177278-B002)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800

CLM Center of Life Management (Vendor Code 174116-R001)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92204117	$68,061
2021	102-500731	Contracts for program services	92204117	$90,739
			Subtotal	$158,800
		Total Family Support Services		**$2,123,704**

Funding Amounts Shared by Vendors as follows:

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)

Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	102-500731	Contracts for program services	92234117	$2,802,675
2021	102-500731	Contracts for program services	92234117	$3,717,300
			Subtotal	$6,519,975

FORM NUMBER P-37 (version 5/8/15)

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-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 Department of Health and Human Services Division for Behavioral Health		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Mental Health Center for Southern New Hampshire DBA CLM Center for Life Management		1.4 Contractor Address 10 Tsienneto Road Derry, NH 03038	
1.5 Contractor Phone Number 603-434-1577	1.6 Account Number 092-4117	1.7 Completion Date June 30, 2021	1.8 Price Limitation $6,678,775
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number 603-271-9631	
1.11 Contractor Signature		1.12 Name and Title of Contractor Signatory Vic Topo President / CEO	

1.13 Acknowledgement: State of New Hampshire County of Rockingham

On Vic Topo 7/29/19, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.

1.13.1 Signature of Notary Public or Justice of the Peace

Patrice L Helie

[Seal]

PATRICE L. HELIE, Justice of the Peace
State of New Hampshire
My Commission Expires April 6, 2022

1.13.2 Name and Title of Notary or Justice of the Peace

Patrice L Helie

1.14 State Agency Signature Date: 8/2/19	1.15 Name and Title of State Agency Signatory Katja S Fox Director
1.16 Approval by the N.H. Department of Administration, Division of Personnel *(if applicable)* By:	Director, On:
1.17 Approval by the Attorney General (Form, Substance and Execution) *(if applicable)* By:	On: 8/9/2019
1.18 Approval by the Governor and Executive Council *(if applicable)* By:	On:

2. EMPLOYMENT OF CONTRACTOR/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 A 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 1.18, 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 1.14 ("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, and 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 terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account 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 B 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 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 opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright 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 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further 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

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Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.
8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):
8.1.1 failure to perform the Services satisfactorily or on schedule;
8.1.2 failure to submit any report required hereunder; and/or
8.1.3 failure to perform any other covenant, term or condition of this Agreement.
8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, 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 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 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/ PRESERVATION.
9.1 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.
9.2 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.
9.3 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.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall 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 A.

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.
The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. 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 maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than $1,000,000per occurrence and $2,000,000 aggregate ; and
14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 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.

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Date 7/29/19

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 thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

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. 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. WAIVER OF BREACH. 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.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be 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.

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 provisions set forth in the attached EXHIBIT C 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 relating hereto.

Contractor Initials
Date 7/29/19

Exhibit A

Scope of Services

1. Provisions Applicable to All Services

1.1. The Contractor will 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) days of the contract effective date.

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 State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

1.3. For the purposes of this agreement, the Department has identified the Contractor as a Subrecipient in accordance with 2 CFR 200.300

1.4. For the purposes of this agreement, any reference to days shall mean business days.

1.5. The Contractor shall provide services in this agreement in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy Program (HBSP).

1.6. The Contractor shall provide a shared maximum of four hundred and twenty-five (425) housing vouchers among all vendors.

1.7. The Contractor shall ensure scattered-site housing is provided with full community integration.

2. Scope of Services

2.1. The Contractor shall facilitate enrollment into HBSP for individuals found eligible by the Department for HBSP services by:

2.1.1. Contacting the referring agent, which could be any agency, hospital, or individuals throughout New Hampshire who has applied to the Housing Bridge Program, to schedule a face-to-face meeting with the individual and the individual's support team, which may include, but is not limited to:

2.1.1.1. The guardian or other involved family member, as appropriate.

2.1.1.2. The referring agent.

2.1.1.3. An identified mental health center representative.

2.1.2. Assessing the individual's immediate temporary housing needs in collaboration with the individual's support team.

2.1.3. Creating an individualized housing plan within five (5) days from the date of receiving the initial referral for services, which includes, but is not limited to:

2.1.3.1. Benefits eligibility and status.

2.1.3.2. Access or referral to services as requested and needed, which may include, but is not limited to:

2.1.3.2.1. Supportive services.

2.1.3.2.2. Substance use.

2.1.3.2.3. Behavioral health care; psychiatric health care.

2.1.3.2.4. Primary health care.

2.2. The Contractor shall ensure individual housing services are provided within fourteen (14) days of receiving the initial referral. The Contractor shall:

2.2.1. Obtain the individual's housing history.

2.2.2. Assess individual housing preferences.

2.2.3. Assist the individual with identifying available housing units within fair market rent requirements, in individual's communities of choice.

2.2.4. Assist individuals with obtaining, completing and submitting housing applications, that may include, but are not limited to:

2.2.4.1. Reasonable accommodations in accordance with the Fair Housing Act.

2.2.4.2. Credit checks.

2.2.4.3. Provision of references.

2.2.5. Assist individuals with contacting potential landlords.

2.2.6. Attend meetings with the renting agency or renting landlord to negotiate rent, utilities, and lease provisions.

2.2.7. Ensure the individuals secure leases in their own name with full rights of tenancy.

2.2.8. Ensure individuals understand fair housing laws.

2.2.9. Assist individuals with identifying initial rental needs and resources including but not limited to:

2.2.9.1. Security deposits.

2.2.9.2. Securing utilities.

2.2.9.3. Obtaining furniture.

2.2.9.4. Purchasing groceries.

2.2.10. Ensure housing selected by an individual meets the U.S. Housing and Urban Development (HUD), Housing Choice Voucher requirements by utilizing the HUD habitability standards form to complete initial and annual inspections.

2.2.11. Provide assistance with applying for all benefits for which an individual may be eligible, including but not limited to:

2.2.11.1. Security deposit financial assistance.

2.2.11.2. Assistance with utility payments.

2.2.11.3. Assistance with applying for food stamps.

2.2.11.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.

2.2.11.5. Assistance with the appeal process for SSI or SSDI, as necessary.

2.2.11.6. Assistance with obtaining permanent housing vouchers, when available.

2.3. The Contractor shall provide housing support services as needed and as desired by each individual, which may include, but is not limited to:

2.3.1. Assistance with annual revisions to housing and support plans, or more frequently as needed.

2.3.2. Assistance with identifying and securing resources within the community which may include but is not limited to:

2.3.2.1. Peer support agencies.

2.3.2.2. Faith-based groups.

2.3.2.3. Transportation services.

2.3.2.4. Primary care services.

2.3.2.5. Homemaker/personal care services.

2.3.2.6. Legal aid.

2.4. The Contractor shall identify each individual's needs through:

2.4.1. Treatment team meetings.

2.4.2. Self-observations.

2.4.3. Feedback from landlords.

2.4.4. The Contractor's employed case managers.

2.5. The Contractor shall document and coordinate delivery of needed community mental health services for which the individual has agreed to receive.

2.6. The Contractor shall continue to administer HBSP services for all individuals currently residing in HBSP voucher-supported housing. The Contractor shall:

2.6.1. Ensure individual housing needs continue to be met, including assisting the individual with housing related issues relevant to fulfilling lease requirements.

2.6.2. Review each individual's income annually, and as changes to income are reported, ensure proper calculation of rent in accordance with applicable HUD guidelines.

2.6.3. Assist each individual with reporting changes to the appropriate entities, including the Department.

2.6.4. Complete and document annual inspections of each individual's rental unit.

2.6.5. Be the point of contact for landlords, and document any interactions or interventions provided as a result of being the point of contact.

2.6.6. Ensure timely Housing Bridge voucher payments to landlords.

2.7. The Contractor shall work with the Department and the New Hampshire Housing Finance Authority (NHHFA) on an annual basis, and as needed, to ensure each individual has responded to communications from NHHFA and remains in good standing on the Housing Choice Voucher waitlist.

2.8. The Contractor shall ensure successful transition to permanent housing by providing support to individuals and landlords for no less than six (6) consecutive months after the individual receives a permanent housing voucher.

2.9. The Contractor shall provide other housing programs, services or assistance, for which individuals who are waiting for HBSP supported housing may be eligible, unless written approval to not provide services is granted by the Department.

2.10. The Contractor shall ensure all complaints regarding HBSP services are investigated by a complaint investigator within fifteen (15) days of receiving the complaint. The Contractor shall ensure:

2.10.1. All parties relevant to the complaint are interviewed by the complaint investigator.

2.10.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.

2.10.3. The complainant is notified, in writing, of the finding.

2.10.4. All identities of any complainants are kept confidential.

2.10.5. Complainants are aware of the Contractor's process to request an appeal of findings.

2.10.6. The Department is notified, in writing, of the complaint and the outcome.

2.11. The Contractor shall maintain a case file for each individual in the program to include, but not be limited to:

2.11.1. Releases of information and consent forms.

2.11.2. Housing and service plans.

2.11.3. Progress and contact notes.

2.11.4. Documentation of service participation.

2.11.5. Any medical, mental health, and substance use services requested and provided.

3. Staffing

3.1. The Contractor shall ensure sufficient staffing is available to provide HBSP housing placement and support services to a minimum number of individuals as determined by the Department in collaboration with the Contractor and based on available funding.

3.2. The Contractor shall ensure:

3.2.1. All staffing and volunteers undergo NH Criminal background checks.

3.2.2. All staffing and volunteer names are submitted to the Bureau of Adult and Elderly Services for review against the State Consumer Protective Service Registry.

3.2.3. All staffing and volunteers participate in any and all HBSP trainings conducted by either NHHFA or the Department.

4. Reporting

4.1. The Contractor shall submit annual narrative progress reports to the Department on agency letterhead that is acceptable to the Department. The Contractor shall ensure annual reports include, but are not limited to:

4.1.1. Barriers experienced by individuals waiting to occupy HBSP supported housing.

4.1.2. Barriers experienced by the Contractor.

4.1.3. Resolutions of barriers experienced.

4.1.4. Number of individuals who moved and number of individuals who remained at the same address during the year.

4.2. The Contractor shall submit monthly progress reports to the Department in a format provided by the Department, no later than five (5) business days after the conclusion of the month, specifying:

4.2.1. The amount of funds expended and the balance of funds remaining for HBSP services.

4.2.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.

4.2.3. The names of individuals who exited the program, the reason, and the date of exit.

4.2.4. The names of individuals who attained a permanent housing voucher or other permanent living arrangement and the date for which the voucher or arrangement became effective and in use by the individual.

4.3. The Contractor shall notify the department, in writing, of the date an individual signs a lease, including date of move-in.

4.4. The Contractor shall provide individual specific HBSP data consistent with the Data Reporting requirements of this agreement, or otherwise identified by the Department, in the format, content, completeness, frequency, method and timeliness as specified by the Department.

4.4.1. The Contractor shall include an identifier within its reporting that enables the Contractor to report on the type, intensity and frequency of community mental health services HBSP participants receive from the Contractor.

5. Performance Measures

5.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.

5.2. The performance measures will be designed to evaluate:

5.2.1. Percent of individual's receiving housing services as requested within fourteen (14) days of referral.

5.2.2. Percent of individuals housed within thirty (30) days of referral.

5.2.3. Percent of individuals who remain in stable housing for one (1) year or longer.

Exhibit A

5.2.4. Percent of complaints regarding HBSP services that are investigated and closed within fifteen (15) days of receipt of the complaint.

5.2.5. Percent of individuals receiving services who make a successful transition to permanent housing within eighteen months of enrollment in HBSP.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Form P-37, Block 1.8, Price Limitation for the services provided pursuant to Exhibit A, Scope of Services.
2. This Agreement is funded with 100% General Funds, anticipated to be available based upon continued appropriation, which are conditioned upon continued support of the program by the state and federal governments.
3. The Contractor agrees to provide the services in Exhibit A, Scope of Service in compliance with funding requirements.
4. Failure to meet the scope of services may jeopardize the funded Contractor's current and/or future funding.
5. Prior to September 15, 2019 a one-time payment shall be made in an amount to be determined by the Department that is sufficient to meet Housing Bridge Voucher costsfor the month of October 2019.
6. Housing Bridge Voucher payments shall not exceed $715.00 per client, per month.
7. This Agreement is one (1) of ten (10) Agreements with Vendors that will provide services for the Housing Bridge Subsidy Program in accordance with NH Administrative Rule He-M 406. Among the ten (10) agreements, there is a limit of 425 vouchers across all agencies utilizing voucher funds from the State. Accordingly, the statewide total price limitation for vouchers among all ten (10) Agreements is $2,802,675 for SFY20 and $3,717,300 for SFY 21, for a total price limitation among all agreements of $6,519,975, which has been included in Block 1.8 Price Limitation of the General Provisions, P-37.
8. Payment for said services shall be made monthly as follows:
   8.1. 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 items as specified in Exhibit B-1, Budget, and Exhibit B-2, Budget, which does not include the price limitation available for vouchers.
   8.2. The Contractor shall submit an invoice in a form satisfactory to the State by the tenth (10^{th}) working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month.
   8.3. The Contractor shall ensure the invoice is completed, signed, dated and returned to the Department in order to initiate payment.
   8.4. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available.
9. The Contractor shall keep detailed records of their activities related to Department-funded programs and services and have records available for Department review, as requested.

New Hampshire Department of Health and Human Services
Housing Bridge Subsidy Program Services

Exhibit B

10. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

11. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to Tanja.Godtfredsen@dhhs.nh.gov, or invoices may be mailed to:

    Financial Manager
    Bureau of Behavioral Health Services
    Division for Behavioral Health
    Department of Health and Human Services
    105 Pleasant Street
    Concord, NH 03301

12. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A, Scope of Services and in this Exhibit B.

13. 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 non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

14. Notwithstanding paragraph 18 of the General Provisions P-37, changes limited to adjusting amounts between budget line items, related items, amendments of related budget exhibits within the price limitation, and to adjusting encumbrances between State Fiscal Years, may be made by written agreement of both parties and may be made without obtaining approval of the Governor and Executive Council.

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Exhibit B-1 Budget

Housing Bridge Subsidy Program Services

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: Housing Bridge Subsidy Program Services
Budget Period: SFY20 (October 1, 2019 to June 30,2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 41,356.00	$ -	$ 41,356.00	$ -	$ -	$ -	$ 41,356.00	$ -	$ 41,356.00
2. Employee Benefits	$ 12,407.00	$ -	$ 12,407.00	$ -	$ -	$ -	$ 12,407.00	$ -	$ 12,407.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Purchase/Depreciation	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750.00	$ -	$ 750.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Office	$ 225.00	$ -	$ 225.00	$ -	$ -	$ -	$ 225.00	$ -	$ 225.00
6. Travel	$ 1,800.00	$ -	$ 1,800.00	$ -	$ -	$ -	$ 1,800.00	$ -	$ 1,800.00
7. Occupancy	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Telephone	$ 720.00	$ -	$ 720.00	$ -	$ -	$ -	$ 720.00	$ -	$ 720.00
Postage	$ 270.00	$ -	$ 270.00	$ -	$ -	$ -	$ 270.00	$ -	$ 270.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Audit and Legal	$ 338.00	$ -	$ 338.00	$ -	$ -	$ -	$ 338.00	$ -	$ 338.00
Insurance	$ 675.00	$ -	$ 675.00	$ -	$ -	$ -	$ 675.00	$ -	$ 675.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Miscellaneous (Contingency)	$ 375.00	$ -	$ 375.00	$ -	$ -	$ -	$ 375.00	$ -	$ 375.00
9. Software	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450.00	$ -	$ 450.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
11. Staff Education and Training	$ 563.00	$ -	$ 563.00	$ -	$ -	$ -	$ 563.00	$ -	$ 563.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Criminal Records Check	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500.00	$ -	$ 500.00
14. Admin		$ 7,292	$ 7,292	$ -	$ -	$ -		$ 7,292	$ 7,292
TOTAL	$ 60,789	$ 7,292	$ 68,081	$ -	$ -	$ -	$ 60,789	$ 7,292	$ 68,081
Indirect As A Percent of Direct		12.0%							

Contractor Initials [illegible]
Date 7/23/19

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Exhibit B-2 Budget

Housing Bridge Subsidy Program Services

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: Housing Bridge Subsidy Program Services

Budget Period: SFY21 (July 1, 2020 - June 30, 2021)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHHS contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	$ 55,144.00	$ -	$ 55,144.00	$ -	$ -	$ -	$ 55,144	$ -	$ 55,144.00
2. Employee Benefits	$ 18,543.00	$ -	$ 18,543.00	$ -	$ -	$ -	$ 18,543	$ -	$ 18,543.00
3. Consultants	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
4. Equipment:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Rental	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Repair and Maintenance	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Purchase/Depreciation	$ 1,000.00	$ -	$ 1,000.00	$ -	$ -	$ -	$ 1,000	$ -	$ 1,000.00
5. Supplies:	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Educational	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Lab	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Pharmacy	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Medical	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Office	$ 300.00	$ -	$ 300.00	$ -	$ -	$ -	$ 300	$ -	$ 300.00
6. Travel	$ 2,400.00	$ -	$ 2,400.00	$ -	$ -	$ -	$ 2,400	$ -	$ 2,400.00
7. Occupancy	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
8. Current Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Telephone	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Postage	$ 360.00	$ -	$ 360.00	$ -	$ -	$ -	$ 360	$ -	$ 360.00
Subscriptions	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Audit and Legal	$ 450.00	$ -	$ 450.00	$ -	$ -	$ -	$ 450	$ -	$ 450.00
Insurance	$ 900.00	$ -	$ 900.00	$ -	$ -	$ -	$ 900	$ -	$ 900.00
Board Expenses	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Miscellaneous (Contingency)	$ 500.00	$ -	$ 500.00	$ -	$ -	$ -	$ 500	$ -	$ 500.00
9. Software	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
10. Marketing/Communications	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
11. Staff Education and Training	$ 750.00	$ -	$ 750.00	$ -	$ -	$ -	$ 750	$ -	$ 750.00
12. Subcontracts/Agreements	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
13. Other (specific details mandatory):	$ -	$ -	$ -	$ -	$ -	$ -		$ -	$ -
Criminal Records Check	$ 600.00	$ -	$ 600.00	$ -	$ -	$ -	$ 600	$ -	$ 600.00
14. Admin		$ 9,722	$ 9,722	$ -	$ -	$ -		$ 9,722	$ 9,722
TOTAL	$ 81,817	$ 9,722	$ 90,739	$ -	$ -	$ -	$ 81,817	$ 9,722	$ 90,739

Indirect As A Percent of Direct: 12.0%

Contractor Initials: VA
Date: 7/29/19

SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

   7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
   7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

8.1. Fiscal Records: books, records, documents and other 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 during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall 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.

8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, 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 Contract to which exception has been taken or which have been disallowed because of such an exception.

10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
    11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall 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 shall 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 shall 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 Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of $500,000 or more. If the recipient receives $25,000 or more and has 50 or

more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than $25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf.

17. **Limited English Proficiency (LEP)**: As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections**: The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, $150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors**: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
19.3. Monitor the subcontractor's performance on an ongoing basis

19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

20. **Contract Definitions:**

20.1. COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

20.2. DEPARTMENT: NH Department of Health and Human Services.

20.3. PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the services and/or goods to be provided by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

20.4. UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

20.5. FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from time to time.

20.6. SUPPLANTING OTHER FEDERAL FUNDS: Funds provided to the Contractor under this Contract will not supplant any existing federal funds available for these services.

REVISIONS TO STANDARD CONTRACT LANGUAGE

1. **Revisions to Form P-37, General Provisions**

1.1. Section 4. Conditional Nature of Agreement, is replaced as follows:

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, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability 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 of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account in the event funds are reduced or unavailable.

1.2. Section 10. Termination, is amended by adding the following language:

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, 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, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

2. **Renewal**

2.1. The Department reserves the right to extend this agreement for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, written agreement of the parties and approval of the Governor and Executive Council.

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:

7/29/19
Date

Name: Vic Topa
Title: President/CEO

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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:

7/29/19
Date

Name: Vice Typo
Title: President / CEO.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The Vendor 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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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.

Vendor Name:

7/29/19
Date

Name: Vic Todd
Title: President/CEO

CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND WHISTLEBLOWER PROTECTIONS

The Vendor 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:

Vendor 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 Vendor 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 Vendor agrees to comply with the provisions indicated above.

Vendor Name:

7/29/19
Date

Name: Vic Tapa
Title: President/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 Vendor 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 Vendor 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.

Vendor Name:

7/29/19
Date

Name: Vic Todd
Title:
President/CEO

New Hampshire Department of Health and Human Services

Exhibit I

HEALTH INSURANCE PORTABILITY ACT BUSINESS ASSOCIATE AGREEMENT

The Vendor 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 Vendor and subcontractors and agents of the Vendor 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	Vic Topo
The State	Name of the Vendor
Kathy S Fox	
Signature of Authorized Representative	Signature of Authorized Representative
Kathy S Fox	Vic Topo
Name of Authorized Representative	Name of Authorized Representative
Director	
Title of Authorized Representative	Title of Authorized Representative
8/2/19	President/CEO
Date	Date 7/29/19

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 (DUNS #)
10. Total compensation and names of the top five executives if:
    - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than $25M annually and
    - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Vendor 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 Vendor 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.

Vendor Name:

7/29/19
Date

Name: Vic Topo
Title: President / CEO

FORM A

As the Vendor 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 DUNS number for your entity is: 085573541

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 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: Vic Tapa, CEO Amount: $160,854

   Name: Michael Bergeron, CFO Amount: $132,674

   Name: Steve Arnoult, COO Amount: $118,821

   Name: Patrick Ulmen, CTO Amount: $118,821

   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 confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

   Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This Information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.

5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.

6. "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.

7. "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 DHHS data.

8. "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.

9. "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.

10. "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.

11. "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.

12. "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. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS 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 DHHS 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 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 DHHS data containing 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 DHHS 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 data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

A. Retention

1. The Contractor agrees it will not store, transfer or process 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 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 Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
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 data upon request or contract termination; and will obtain written certification for any State of New Hampshire 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 State of New Hampshire 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 data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate 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 DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the 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 Department confidential information where applicable.

4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact 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 Department confidential information.

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 the Department 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 Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.

8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.

9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.

10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department 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 the Department.

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 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 DHHS 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 data derived from DHHS 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, including any derivative files containing personally identifiable information, and in all cases, such 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

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that Implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov