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

Lori A. Shilbuaette  
 Commissioner

Katja S. Fox  
 Director

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January 20, 2022

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 contracts with the Contractors listed in **bold** below to expand supported housing beds and to continue providing supported housing and community mental health services to individuals who have severe mental illness and lack permanent housing options in the community, by exercising renewal options by increasing the total price limitation by \$830,595, from \$25,119,958 to \$25,950,553 and by extending the completion dates from June 30, 2022 to June 30, 2023, effective upon Governor and Council approval. This request is contingent upon Governor and Council approval of the corresponding request to amend the Mental Health contracts with the Contractors listed in **bold** below. 100% General Funds.

The original contracts were approved by Governor and Council on August 28, 2019, item #14, amended on December 2, 2020, item #13, and most recently amended on July 14, 2021, item #15.

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	\$895,042	Total Current Shared Price Limitation \$11,776,275	\$17,156,617		Total shared Price Limitation \$ 4,486,300	\$17,156,617
West Central Services, Inc. dba West Central Behavioral Health	\$509,646		\$18,771,221			\$18,771,221
The Lakes Region Mental Health Center, Inc.	\$2,043,076		\$18,304,651			\$18,304,651
Riverbend Community Mental Health, Inc.	\$675,082		\$12,450,357			\$12,450,357
Monadnock Family Services	\$633,991		\$18,895,566			\$16,895,566

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and the Honorable Council  
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The Community Council of Nashua, N.H., d/b/a Greater Nashua Mental Health Center at Community Council	\$1,422,471		\$17,684,046			\$17,684,046
The Mental Health Center of Greater Manchester, Inc.	\$1,068,404		\$17,329,979			\$17,329,979
Seacoast Mental Health Center, Inc.	\$255,005		\$12,030,280	\$403,373		\$16,919,953
Behavioral Health & Developmental Services of Strafford County, Inc. d/b/a Community Partners of Strafford County	\$1,100,661		\$17,362,236			\$17,362,236
The Mental Health Center for Southern New Hampshire DBA Center for Life Management	\$255,005		\$12,030,280	\$427,222		\$16,943,802
<b>TOTALS</b>	<b>\$8,858,383</b>	<b>\$11,775,275</b>	<b>\$20,633,658</b>	<b>\$830,595</b>	<b>\$ 4,486,300</b>	<b>\$25,950,553</b>

Funds are available in the following accounts for State Fiscal Years 2022 and 2023, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

#### EXPLANATION

The purpose of this request is to add funding and extend the Housing Bridge Subsidy Program contracts with the Community Mental Health Centers (CMHC) to continue providing supported housing and community mental health services to individuals who have severe mental illness and lack permanent housing options in the community, in accordance with NH Administrative Rule He-M 406, Housing Bridge Subsidy program. This request also removes housing services from the Mental Health Services contracts with the CMHCs listed in bold above through a corresponding amendment and consolidates them under these Housing Bridge Subsidy Program contracts. This request includes additional funding to support the requirement for each CMHC to expand supported housing in their region by adding six (6) additional supported housing beds. By consolidating housing services under one set of contracts, the Department will be able to more effectively monitor Contractor performance programmatically and financially.

This request includes two (2) of the ten (10) Housing Bridge Subsidy contracts. Seven (7) of the Housing Bridge Subsidy contracts were amended with Governor and Council approval on January 12, 2022 (item #18). The Department anticipates presenting the remaining one (1) amendment with Riverbend Community Mental Health, Inc. at a future Executive Council meeting.

During State Fiscal Years 2022 and 2023:

- Approximately 525 individuals will be served statewide through the Housing Bridge Subsidy Program.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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- Approximately twelve (12) individuals will be served statewide through the Supported Housing Bed Expansion, which makes available a minimum of six (6) beds per CMHC listed in **bold** above to provide supportive housing to adults with severe mental illness.

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

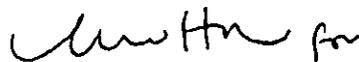
- Percentage of individuals receiving housing services within fourteen (14) days of referral.
- Percentage of individuals housed within thirty (30) days of referral.
- Percentage of individuals who remain in stable housing for one (1) year or longer.
- Percentage of complaints regarding services that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

As referenced in Exhibit C-1, Revisions to Standard Contract Language of the original agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and Governor and Council approval. The Department is exercising its option to renew services for one (1) of the three (3) years available.

Should the Governor and Executive Council not authorize this request, individuals with severe mental illness who are at risk of institutionalization will not have the resources to pay for safe housing and will not have access to appropriate mental health supports to remain safely housed. This will put the State at risk of not fulfilling the requirements of the Community Mental Health Agreement. Additionally, the lack of consolidation of housing services under one (1) set of contracts may prevent the Department from being able to monitor Contractor performance more accurately and effectively.

Area served: Statewide

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 17722-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	\$278,173	\$0	\$278,173
2023	102/500731	Contracts for Program Services	92204117	\$455,336	\$0	\$455,336
Sub-total				\$895,042	\$0	\$895,042

**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	\$189,695	\$0	\$189,695
2023	102/500731	Contracts for Program Services	92204117	\$158,418	\$0	\$158,418
Sub-total				\$509,646	\$0	\$509,646

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
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	\$744,465	\$0	\$744,465
2023	102/500731	Contracts for Program Services	92204117	\$791,956	\$0	\$791,956
Sub-total				\$2,043,076	\$0	\$2,043,076

**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	\$266,477	\$0	\$266,477
2023	102/500731	Contracts for Program Services	92204117	\$0	\$0	\$0
Sub-total				\$675,082	\$0	\$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	\$333,143	\$0	\$333,143
2023	102/500731	Contracts for Program Services	92204117	\$139,315	\$0	\$139,315
Sub-total				\$633,991	\$0	\$633,991

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
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	\$374,838	\$0	\$374,838
2023	102/500731	Contracts for Program Services	92204117	\$631,021	\$0	\$631,021
Sub-total				\$1,422,471	\$0	\$1,422,471

**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	\$393,322	\$0	\$393,322
2023	102/500731	Contracts for Program Services	92204117	\$266,477	\$0	\$266,477
			Sub-total	\$1,068,404	\$0	\$1,068,404

**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	\$93,472	\$222,407	\$315,879
2023	102/500731	Contracts for Program Services	92204117	\$0	\$180,966	\$180,966
Sub-total				\$255,005	\$403,373	\$658,378

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

State Fiscal Year	Class / Account	Class Title	Activity Code	Budget Amount	Increase/ (Decrease) Amount	Revised Budget Amount
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	\$298,089	\$0	\$298,089
2023	102/500731	Contracts for Program Services	92204117	\$641,039	\$0	\$641,039
Sub-total				\$1,100,661	\$0	\$1,100,661

**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	\$93,472	\$226,238	\$319,710
2023	102/500731	Contracts for Program Services	92204117	\$0	\$200,984	\$200,984
Sub-total				\$255,005	\$427,222	\$682,227

**Total Family Support Services      \$8,858,383      \$830,595      \$9,688,978**

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	\$4,486,300	\$0	\$4,486,300
2023	102/500731	Contracts for Program Services	92234117	\$4,486,300	\$0	\$4,486,300
Sub-total				\$16,261,575	\$0	\$16,261,575

**Grand Total      \$25,119,958      \$830,595      \$25,950,553**

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

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), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), 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, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$16,919,953
3. Modify Exhibit A, Scope of Services, Amendment #2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. 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, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, 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 #3 Budget, which does not include the price limitation available for vouchers.
6. 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 #3, Scope of Services, and in Exhibit B, Methods and Conditions Precedent to Payment.
7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 15 to read:
  15. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.2., Supported Housing Bed Expansion, shall be on a cost reimbursement basis for actual

expenditures incurred, and shall be in accordance with the approved line item, as specified in Exhibit B-3, Budget, Amendment #3, and Exhibit B-4, Budget, Amendment #3.

15.1. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation. The amount billed to the Department shall be less client-paid rents.

8. Modify Exhibit B-3, Amendment #2, Budget, by replacing in its entirety with Exhibit B-3, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4, Amendment #3, 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 upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

1/25/2022

Date

DocuSigned by:



ED9D05B04C83442

Name: Katja S. Fox

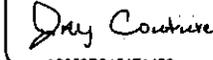
Title: Director

Seacoast Mental Health Center, Inc.

1/21/2022

Date

DocuSigned by:



A0953D2454E1488

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

1/27/2022

Date

DocuSigned by:  
*Robyn Guarino*

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:



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

**Exhibit A Amendment #3**

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

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

- 2.1.1. 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.
- 2.1.2. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 2.1.3. The Contractor shall provide scattered-site housing and ensure full community integration.
- 2.1.4. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.
- 2.1.5. 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.



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

**Exhibit A Amendment #3**

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- 2.1.6. The Contractor shall assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.1.7. 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.
- 2.1.8. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.1.9. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.1.9.1. 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:
    - 2.1.9.1.1. Guardian or other involved family member, as appropriate.
    - 2.1.9.1.2. Referring agent.
    - 2.1.9.1.3. Representative payee.
    - 2.1.9.1.4. Natural Supports.
    - 2.1.9.1.5. Identified mental health center representative.
  - 2.1.9.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.1.9.2.1. Tenant rights and obligations.
    - 2.1.9.2.2. Annual recertification needs.
    - 2.1.9.2.3. The role of landlords.
  - 2.1.9.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.1.9.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.



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

**Exhibit A Amendment #3**

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- 2.1.9.5. Finalizing individualized housing plans within 15 days from the date of receiving the approval for services, which includes, but is not limited to:
  - 2.1.9.5.1. Benefits eligibility and status.
  - 2.1.9.5.2. Access or referral to services as requested and needed, which may include, but are not limited to:
    - 2.1.9.5.2.1. Supportive services.
    - 2.1.9.5.2.2. Substance use disorder treatment.
    - 2.1.9.5.2.3. Behavioral health care; psychiatric health care.
    - 2.1.9.5.2.4. Primary and medical health care.
- 2.1.10. 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:
  - 2.1.10.1. Obtaining the individual's housing history.
  - 2.1.10.2. Assessing the individual's housing and community of choice preferences.
  - 2.1.10.3. Assisting the individual with advocating for CMHC treatment team engagement to search for appropriate housing units.
  - 2.1.10.4. 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.
  - 2.1.10.5. Assisting the individual with obtaining, completing and submitting housing applications and any adhering to associated procedures, which may include, but are not limited to:
    - 2.1.10.5.1. Providing information to complete credit checks.
    - 2.1.10.5.2. Providing references.
    - 2.1.10.5.3. Ensuring compliance with the Fair Housing Act to ensure reasonable accommodations.



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

**Exhibit A Amendment #3**

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- 2.1.10.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
- 2.1.10.7. 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.
- 2.1.10.8. Ensuring the individual understands fair housing laws.
- 2.1.10.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
  - 2.1.10.9.1. Security deposits.
  - 2.1.10.9.2. Securing utilities.
  - 2.1.10.9.3. Obtaining furniture.
  - 2.1.10.9.4. Purchasing groceries.
- 2.1.10.10. 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.
- 2.1.10.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.1.10.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.1.10.12.1. Security deposit financial assistance.
  - 2.1.10.12.2. Assistance with utility payments.
  - 2.1.10.12.3. Assistance with applying for food stamps.
  - 2.1.10.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.1.10.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.1.11. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.



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

**Exhibit A Amendment #3**

2.1.12. 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:

2.1.12.1. Assistance with:

2.1.12.1.1. Accessing food needs to decrease food insecurity.

2.1.12.1.2. Finding donations for and linkage to apartment furnishing.

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

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

2.1.12.1.5. 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.

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

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

2.1.12.1.7.1. Peer support agencies.

2.1.12.1.7.2. Faith-based groups.

2.1.12.1.7.3. Transportation services.

2.1.12.1.7.4. Primary care services.

2.1.12.1.7.5. Homemaker/personal care services.

2.1.12.1.7.6. Legal aid.

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



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

**Exhibit A Amendment #3**

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- 2.1.13. 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.
- 2.1.14. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.1.14.1. Treatment team meetings;
  - 2.1.14.2. Assertive Community Treatment (ACT) team meetings;
  - 2.1.14.3. Discharge planning meetings when the individual is leaving:
    - 2.1.14.3.1. New Hampshire Hospital;
    - 2.1.14.3.2. A Designated Receiving Facility;
    - 2.1.14.3.3. Glenciff Home; or
    - 2.1.14.3.4. Transitional Housing Supports;
  - 2.1.14.4. Self-observations;
  - 2.1.14.5. Feedback from landlords; and
  - 2.1.14.6. The Contractor's employed community-based staff.
- 2.1.15. 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.
- 2.1.16. 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.
- 2.1.17. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.1.18. The Contractor shall assist landlords and property managers involved with HBSP by:
  - 2.1.18.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.1.18.2. Assisting with coordinating any needs or changes to the housing unit or the lease.



**New Hampshire Department of Health and Human Services  
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- 2.1.18.3. 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.
- 2.1.18.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
- 2.1.18.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
- 2.1.18.6. Ensuring timely HBSP voucher payments to landlords.
- 2.1.19. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
  - 2.1.19.1. Income verification.
  - 2.1.19.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.1.19.3. Inspection of the unit.
- 2.1.20. 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.
- 2.1.21. 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.
- 2.1.22. 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.
- 2.1.23. 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:
  - 2.1.23.1. All parties relevant to the complaint are interviewed by the complaint investigator.



**New Hampshire Department of Health and Human Services  
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**Exhibit A Amendment #3**

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- 2.1.23.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.1.23.3. The complainant is notified, in writing, of the finding.
- 2.1.23.4. All identities of any complainants are kept confidential.
- 2.1.23.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.1.23.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.1.24. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:
  - 2.1.24.1. Releases of information and consent forms.
  - 2.1.24.2. Housing and service plans.
  - 2.1.24.3. Progress and contact notes.
  - 2.1.24.4. Criminal record check and registered offender search.
  - 2.1.24.5. Guardianship orders, as applicable.
  - 2.1.24.6. Representative payee orders, as applicable.
  - 2.1.24.7. Other housing applications, as applicable.
  - 2.1.24.8. Documentation of service participation.
  - 2.1.24.9. Any medical, mental health, and/or substance use disorder services requested and provided.
- 2.1.25. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:
  - 2.1.25.1. 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;
  - 2.1.25.2. 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
  - 2.1.25.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.

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



**Exhibit A Amendment #3**

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- 2.1.26. The Contractor shall ensure all records are kept for a minimum of seven (7) years after an individual leaves HBSP.
- 2.1.27. The Contractor shall participate in monthly compliance meetings with the Department, at the discretion of the Department.
- 2.1.28. The Contractor shall work with the Department to create and enforce programmatic policies approved by the Department.
- 2.1.29. Phoenix System
  - 2.1.29.1. 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:
    - 2.1.29.1.1. 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.
    - 2.1.29.1.2. 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.
  - 2.1.29.2. The Contractor shall ensure the general requirements for the Phoenix System are met which include, but are not limited to:
    - 2.1.29.2.1. All data collected in the Phoenix System is the property of the Department to use as it deems necessary.
    - 2.1.29.2.2. All submitted Phoenix data files and records are consistent with file specification and specification of the format and content requirements of those files.
    - 2.1.29.2.3. Data shall be kept current and updated in the Contractor's systems as required for ~~fede~~ral

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



**Exhibit A Amendment #3**

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reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

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

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

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

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

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

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

2.1.29.4.1. 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.

2.1.29.4.2. 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.

2.1.29.4.3. 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.

2.1.29.5. 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

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

**Exhibit A Amendment #3**

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.

**2.1.30. Staffing**

2.1.30.1. 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.

2.1.30.2. 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.

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

**2.1.31. Reporting**

2.1.31.1. 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:

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

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

2.1.31.1.3. 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.

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

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



**New Hampshire Department of Health and Human Services  
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**Exhibit A Amendment #3**

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- 2.1.31.2.2. The names of individuals who have passed away, and the date of their passing.
- 2.1.31.2.3. The date an individual signs a lease, including date of move-in.
- 2.1.31.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 2.1.31.3. 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:
  - 2.1.31.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 2.1.31.3.1.1. Transportation.
    - 2.1.31.3.1.2. Substance use disorder services.
    - 2.1.31.3.1.3. Access to mental health services;
    - 2.1.31.3.1.4. Access to medical healthcare.
    - 2.1.31.3.1.5. Unit safety.
    - 2.1.31.3.1.6. Permanent housing transition;
    - 2.1.31.3.1.7. Financial hardship.
    - 2.1.31.3.1.8. Barriers experienced by the Contractor.
  - 2.1.31.3.2. Resolutions of barriers experienced by the individual and the Contractor.
  - 2.1.31.3.3. Number of individuals who received an eviction notice due to their behaviors.
- 2.1.31.4. 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.

2.1.32. Performance Measures



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

**Exhibit A Amendment #3**

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- 2.1.32.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 2.1.32.2. The performance measures will be designated to evaluate:
  - 2.1.32.2.1. Percentage of individuals receiving housing services.
  - 2.1.32.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 2.1.32.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 2.1.32.2.3.1. Individuals who have experienced homelessness;
    - 2.1.32.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 2.1.32.2.3.3. Individuals who were incarcerated; and
    - 2.1.32.2.3.4. Individuals who were admitted to NHH.
  - 2.1.32.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 2.1.32.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022, including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.
- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the effective date of Amendment #3.



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

**Exhibit A Amendment #3**

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- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:
  - 2.2.3.1. Client contributions for clothing, food, and housing.
  - 2.2.3.2. Services to be provided, including specialty services.
  - 2.2.3.3. Priority populations to be served.
  - 2.2.3.4. Referrals and evaluations.
  - 2.2.3.5. Admissions, transfers, and discharges.
  - 2.2.3.6. Emergency response plan.
  - 2.2.3.7. Any other policy or process as requested by the Department.
- 2.2.4. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements that include, but are not limited to:
  - 2.2.4.1. Total number of vacant and occupied beds during the reported period.
  - 2.2.4.2. Total number of individuals referred, admitted and discharged during the reporting period.
  - 2.2.4.3. Programmatic offerings.

Exhibit B-3 Budget  
Amendment #3

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

Budget Period: 7/1/2021 to 6/30/2022

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
		Direct		Direct		Direct
1. Total Salary/Wages	\$	76,778	\$	55,144	\$	21,634
2. Employee Benefits	\$	24,618	\$	16,543	\$	8,075
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	1,694	\$	-	\$	1,694
Purchase/Depreciation	\$	4,724	\$	1,000	\$	3,724
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Pharmacy	\$	-	\$	-	\$	-
Medical	\$	-	\$	-	\$	-
Office	\$	900	\$	300	\$	600
6. Travel	\$	4,920	\$	4,500	\$	420
7. Occupancy	\$	2,250	\$	450	\$	1,800
8. Current Expenses	\$	-	\$	-	\$	-
Telephone	\$	960	\$	960	\$	-
Postage	\$	360	\$	360	\$	-
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	575	\$	450	\$	125
Insurance	\$	2,270	\$	900	\$	1,370
Board Expenses	\$	-	\$	-	\$	-
Miscellaneous (Contingency)	\$	750	\$	500	\$	250
9. Software	\$	770	\$	600	\$	170
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	963	\$	750	\$	213
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,167	\$	1,000	\$	167
Client Funds	\$	-	\$	-	\$	-
14. Admin/Indirect	\$	14,039	\$	10,015	\$	4,024
15. Fit Up One Time Expenses	\$	178,141	\$	-	\$	178,141
<b>TOTAL</b>	<b>\$</b>	<b>315,879</b>	<b>\$</b>	<b>93,472</b>	<b>\$</b>	<b>222,407</b>

Indirect As A Percent of Direct

Seacoast Mental Health Center, Inc.  
SS-2020-DBH-01-HOUSE-08-A03  
Exhibit B-3, Amendment #3  
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Contractor Initials   
Date 1/21/2022

**Exhibit B-4 Budget  
Amendment #3**

**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

Budget Period: 7/1/2022 to 6/30/2023

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
		Direct		Direct		Direct
1. Total Salary/Wages	\$	97,471	\$	55,144	\$	42,327
2. Employee Benefits	\$	32,692	\$	16,543	\$	16,149
3. Consultants	\$	-	\$	-		
4. Equipment:	\$	-	\$	-		
Rental	\$	-	\$	-		
Repair and Maintenance	\$	3,388	\$	-	\$	3,388
Purchase/Depreciation	\$	8,448	\$	1,000	\$	7,448
5. Supplies:	\$	-	\$	-		
Educational	\$	-	\$	-		
Pharmacy	\$	-	\$	-		
Medical	\$	-	\$	-		
Office	\$	1,500	\$	300	\$	1,200
6. Travel	\$	5,340	\$	4,500	\$	840
7. Occupancy	\$	4,050	\$	450	\$	3,600
8. Current Expenses	\$	-	\$	-		
Telephone	\$	960	\$	960		
Postage	\$	360	\$	360		
Subscriptions	\$	-	\$	-		
Audit and Legal	\$	700	\$	450	\$	250
Insurance	\$	3,640	\$	900	\$	2,740
Board Expenses	\$	-	\$	-		
Miscellaneous (Contingency)	\$	1,000	\$	500	\$	500
9. Software	\$	940	\$	600	\$	340
10. Marketing/Communications	\$	-	\$	-		
11. Staff Education and Training	\$	1,175	\$	750	\$	425
12. Subcontracts/Agreements	\$	-	\$	-		
13. Other (specific details mandatory):	\$	-	\$	-		
Criminal Record Checks	\$	1,333	\$	1,000	\$	333
Client Funds	\$	-	\$	-		
14. Admin/Indirect	\$	17,969	\$	10,015	\$	7,954
<b>TOTAL</b>	\$	<b>180,966</b>	\$	<b>93,472</b>	\$	<b>87,494</b>

Indirect As A Percent of Direct

Seacoast Mental Health Center, Inc.  
SS-2020-DBH-01-HOUSE-08-A03  
Exhibit B-4, Amendment #3  
Page 1 of 1

Contractor Initials

OS  
DC

Date 1/21/2022

# State of New Hampshire

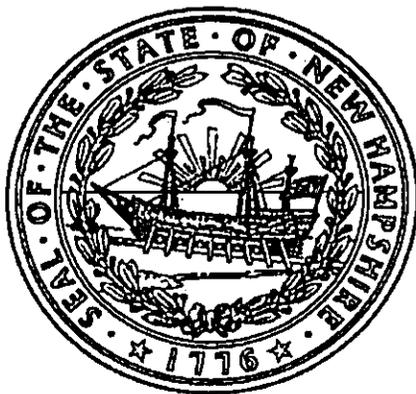
## Department of State

### 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.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

### CERTIFICATE OF AUTHORITY

I, Monica Kieser, hereby certify that:

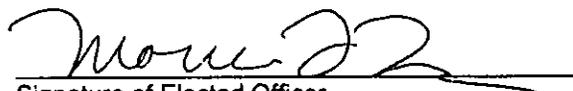
1. I am a duly elected Clerk/Secretary/Officer of Seacoast Mental Health Center, Inc.

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 January 25, 2022, at which a quorum of the Directors/shareholders were present and voting.

**VOTED:** That Jay Couture, Chief Executive Officer, 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: 1/25/2022



Signature of Elected Officer

Name: **Monica Kieser**

Title: **President, Board of Directors**



# 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).

<b>PRODUCER</b> Fred C. Church Insurance 41 Wellman Street Lowell MA 01851	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 978-458-1865      FAX (A/C, No): 978-454-1865 E-MAIL ADDRESS: jnorton@fredchurch.com														
<b>INSURED</b> Seacoast Mental Health Center, Inc. 1145 Sagamore Avenue Portsmouth NH 03801	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Philadelphia Indemnity Insurance Company</td> <td>18058</td> </tr> <tr> <td>INSURER B : Granite State HC &amp; HS Trust</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	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 :	
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INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

**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	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			PHPK2242528	3/1/2021	3/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> Comp \$1,000 <input checked="" type="checkbox"/> Coll \$1,000			PHPK2242530	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			PHUB757923	3/1/2021	3/1/2022	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) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N	HCHS2020000262	2/1/2021	2/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER 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 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)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health and Human Services 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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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, 2021

Seacoast Mental Health Center, Inc.

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June 30, 2021

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**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, 2021, 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.

To the Board of Directors of  
Seacoast Mental Health Center, Inc.  
Page 2

## 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, 2021, 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, Brannagan + Sargent*

St. Albans, Vermont  
September 8, 2021

Seacoast Mental Health Center, Inc.  
STATEMENT OF FINANCIAL POSITION  
June 30, 2021

ASSETS

CURRENT ASSETS

Cash and Cash Equivalents	\$ 4,397,254
Accounts receivable (net of \$400,000 allowance)	1,116,839
Investments	6,513,010
Prepaid expenses	<u>165,173</u>

TOTAL CURRENT ASSETS 12,192,276

PROPERTY AND EQUIPMENT - NET 178,141

TOTAL ASSETS \$ 12,370,417

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$ 137,853
Deferred income	27,390
Accrued vacation	273,102
Accrued expenses	<u>704,232</u>

TOTAL CURRENT LIABILITIES 1,142,577

NET ASSETS

Net assets without donor restriction 11,227,840

TOTAL LIABILITIES AND NET ASSETS \$ 12,370,417

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.  
**STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**  
For the Year Ended June 30, 2021

**PUBLIC SUPPORT AND REVENUES**

Public support -	
Federal	\$ 78,856
State of New Hampshire - BMHS	1,049,394
Other public support	<u>1,256,130</u>
Total Public Support	<u>2,384,380</u>
Revenues -	
Program service fees	17,582,358
Rental income	65,102
Other revenue	<u>775,063</u>
Total Revenues	<u>18,422,523</u>
 TOTAL PUBLIC SUPPORT AND REVENUES	 <u>20,806,903</u>

**OPERATING EXPENSES**

BBH funded program services -	
Children services	5,202,578
Emergency services	2,047,413
Adult services	7,405,837
Act Team	1,743,816
Substance Use Disorder	696,264
Fairweather Lodge	833,607
REAP	<u>414,943</u>
 TOTAL EXPENSES	 <u>18,344,458</u>

EXCESS OF PUBLIC SUPPORT AND REVENUE OVER EXPENSES FROM OPERATIONS	<u>2,462,445</u>
-----------------------------------------------------------------------	------------------

**OTHER INCOME**

PPP loan forgiveness	2,153,073
Investment Income	<u>731,168</u>
 TOTAL OTHER INCOME	 <u>2,884,241</u>

TOTAL INCREASE IN NET ASSETS	5,346,686
NET ASSETS WITHOUT DONOR RESTRICTION, beginning	<u>5,881,154</u>
NET ASSETS WITHOUT DONOR RESTRICTION, ending	<u>\$ 11,227,840</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.  
STATEMENT OF CASH FLOWS  
For the Year Ended June 30, 2021

<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>	
Increase in net assets	\$ 5,346,686
Adjustments to reconcile to net cash provided by operations:	
Depreciation	74,539
PPP loan forgiveness	(2,153,073)
(Increase) decrease in:	
Accounts receivable - trade	132,496
Prepaid expenses	(39,441)
Increase (decrease) in:	
Accounts payable & accrued liabilities	(12,841)
Deferred income	<u>10,766</u>
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>3,359,132</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>	
Purchases of property and equipment	(59,471)
Investment activity, net	<u>(2,725,266)</u>
<b>NET CASH USED BY FINANCING ACTIVITIES</b>	<u>(2,784,737)</u>
<b>NET INCREASE IN CASH</b>	574,395
<b>CASH AT BEGINNING OF YEAR</b>	<u>3,822,859</u>
<b>CASH AT END OF YEAR</b>	<u>\$ 4,397,254</u>

See Notes to Financial Statements

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

Basis of Presentation

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

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

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

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

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Income Taxes

Consideration has been given to uncertain tax positions. The federal income tax returns for the years ended after June 30, 2018, remain open for potential examination by major tax jurisdictions, generally for three years after they were filed.

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.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

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 increased its estimate in the allowance for doubtful accounts to \$400,000 as of June 30, 2021 from \$350,000 as of June 30, 2020. This was a result of Other insurance accounts receivable increasing to \$431,278 as of June 30, 2021 from \$325,424 as of June 30, 2020 and client balances increasing to \$209,943 as of June 30, 2021 from \$154,423 as of June 30, 2020.

Client Service Revenue

On July 1, 2020, the Center adopted ASC Topic 606 with no significant impact to its financial position or operations, using the modified retrospective method. There were no contracts that were not completed as of July 1, 2020. The client had no adjustment to opening net assets as of July 1, 2020 as a result of adopting ASC Topic 606. There was no material impact on revenue for the year ended June 30, 2021 as a result of applying ASC Topic 606.

Client Service Revenue is reported at the amount that reflects the consideration the corporation expects to receive in exchange for the services provided. These amounts are due from patients or third party payers and include variable consideration for retroactive adjustments, if any, under reimbursement programs. Performance obligations are determined based on the nature of the services provided. Client service revenue is recognized as performance obligations are satisfied. The Center recognized revenue for mental health services in accordance with ASC 606, Revenue for contracts with Customers. The Center has determined that these services included under the daily or monthly fee have the same timing and pattern of transfer and are a series of distinct services that are considered one performance obligation which is satisfied over time. The Center receives revenues for services under various third-party payer programs which include Medicaid and other third-party payers. The transaction price is based on standard charges for services provided to residents, reduced by applicable contractual adjustments, discounts, and implicit pricing concessions. The estimates of contractual adjustments and discounts are based on contractual agreements, discount policy, and historical collection experience. The corporation estimates the transaction price based on the terms of the contract with the payer, correspondence with the payer and historical trends.

Client service revenue (net of contractual allowances and discounts but before taking account of the provision for bad debts) recognized during the year ended June 30, 2021 totaled \$17,582,358, of which \$17,120,209 was revenue from third-party payors and \$462,149 was revenue from self-pay clients.

Third Party Contractual Arrangements

A significant portion of patient revenue is derived from services to patients insured by third-party payors. The center receives reimbursement from Medicare, Medicaid, Blue Cross, and other third-party insurers at defined rates for services rendered to patients covered by these programs.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

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.

NOTE 2 CLIENT SERVICE REVENUES FROM THIRD PARTY PAYORS

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

New Hampshire and Managed Medicaid

The Center is reimbursed for services from the State of New Hampshire and Managed Care Organizations (MCOs) for services rendered to Medicaid clients. Payments for these services are received in the form of monthly capitation amounts that are predetermined in a contractual agreement with the MCOs.

Approximately 81% of net client service revenue is from participation in the state and managed care organization sponsored Medicaid programs for the year ended June 30, 2021. 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 13 regarding the MOE being waived for the year ended June 30, 2021.

NOTE 3 ACCOUNTS RECEIVABLE

ACCOUNTS RECEIVABLE - TRADE

Due from clients	\$ 209,943
Insurance companies	431,278
Medicaid receivable	194,575
Medicare receivable	<u>128,754</u>
	964,550
Allowance for doubtful accounts	<u>(400,000)</u>
	<u>564,550</u>

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

## NOTE 3 ACCOUNTS RECEIVABLE (continued)

## ACCOUNTS RECEIVABLE - OTHER

BMHS	338,921
BEAS	11,250
BDAS	20,800
PATH	6,374
BHSIS	5,000
IDN	66,092
MCO Directed Payments	96,544
Other AR	<u>7,308</u>
	<u>552,289</u>

TOTAL ACCOUNTS RECEIVABLE \$ 1,116,839

## NOTE 4 INVESTMENTS

The Center has invested funds with R.M. Davis Wealth Management. The approximate breakdown of these investments are as follows:

	<u>Cost</u>	<u>Unrealized Gain (Loss)</u>	<u>Market Value</u>
Cash & Money Market	\$ 117,908	\$ -	\$ 117,908
Fixed Income	2,557,505	18,898	2,576,403
Equities	2,434,816	627,077	3,061,893
Exchange Traded Funds	340,949	56,070	397,019
Mutual Funds	232,500	42,432	274,932
Other Assets	<u>72,382</u>	<u>12,473</u>	<u>84,855</u>
	<u>\$ 5,756,060</u>	<u>\$ 756,950</u>	<u>\$ 6,513,010</u>

Investment income consisted of the following:

Interest and dividends	\$ 97,205
Realized gains	20,014
Unrealized gains	639,540
Fee expenses	<u>(25,591)</u>
TOTAL	<u>\$ 731,168</u>

Seacoast Mental Health Center, Inc.  
**NOTES TO FINANCIAL STATEMENTS**  
 June 30, 2021

**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, 2021. As required by professional accounting standards, investment assets are classified in their entirety based upon the lowest level of input that is significant to the fair value measurement.

**NOTE 6 PROPERTY AND EQUIPMENT**

Property and equipment, at cost, consists of the following:

Furniture, fixtures and computer equipment	\$ 599,323
Accumulated depreciation	<u>(421,182)</u>
 Net Book Value	 <u>\$ 178,141</u>

**NOTE 7 LINE OF CREDIT**

As of June 30, 2021, the Center had available a line of credit from a bank with an upper limit of \$500,000. At that date, \$- had been borrowed against the line of credit. These funds are available with an interest rate of The Wall Street Journal Prime Rate, floating. The line of credit expired and was not renewed.

Seacoast Mental Health Center, Inc.  
**NOTES TO FINANCIAL STATEMENTS**  
June 30, 2021

**NOTE 8 DEFERRED INCOME**

Bauman Family Foundation, Inc.	\$	15,000
Transportation Grant		12,390
TOTAL	\$	27,390

**NOTE 9 RELATED PARTY TRANSACTIONS**

During the year ended June 30, 2021, 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, 2021 \$-0- had been borrowed against the line of credit and the interest rate was 4.25%. During the year ended June 30, 2021 \$-0- was paid to the Resource Group in interest related to this line of credit.

Operating Leases

During the year ended June 30, 2021, 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 10 EMPLOYEE BENEFIT PLAN**

The Center has the option to make contributions to a tax-sheltered annuity on behalf of its employees. This program covers substantially all full-time employees. During the year ended June 30, 2021, contributions of \$307,530 were made by the Center to the plan.

**NOTE 11 CONCENTRATIONS OF CREDIT RISK**

Cash deposits in the Center's accounts at June 30, 2021 consist of the following:

	Book Balance	Bank Balance
Insured by FDIC*	\$ 4,397,254	\$ 4,448,881

The differences between book and bank balances are reconciling items such as deposits in transit and outstanding checks.

Seacoast Mental Health Center, Inc.  
**NOTES TO FINANCIAL STATEMENTS**  
 June 30, 2021

**NOTE 11      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, 2021 is \$4,198,881 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, 2021 is as follows:

Due from clients	22 %
Insurance companies	45
Medicaid	20
Medicare	<u>13</u>
	<u>100 %</u>

**NOTE 12      LIQUIDITY**

The following reflects the Center's financial assets available within one year for general expenditures as of June 30, 2021:

Cash and Cash Equivalents	\$ 4,397,254
Accounts Receivable	1,116,839
Investments	<u>6,513,010</u>
Financial assets available within one year for general expenditures	<u>\$12,027,103</u>

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

**NOTE 13      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.

Seacoast Mental Health Center, Inc.  
NOTES TO FINANCIAL STATEMENTS  
June 30, 2021

NOTE 13 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, 2020 through June 30, 2021, and is thereafter reinstated. An extension to waive the MOE requirements beyond this effective period is also uncertain at this time.

NOTE 14 PAYCHECK PROTECTION PROGRAM LOAN

The Center was granted a loan in the amount of \$2,153,073 under the Paycheck Protection Program ("PPP") administered by the Small Business Administration ("SBA"). The loan is uncollateralized and is fully guaranteed by the Federal Government. The Center used the PPP loan proceeds for purposes consistent with the loan provisions and received forgiveness in April 2021. For the year ended June 30, 2021, the Center has recognized \$2,153,073 as PPP Loan forgiveness in other income.

NOTE 15 SUBSEQUENT EVENTS

In accordance with professional accounting standards, the Center has evaluated subsequent events through September 8, 2021, which is the date these financial statements were available to be issued. All subsequent events requiring recognition as of June 30, 2021, 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, 2021

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Accounts Receivable End of Year
CLIENT FEES	\$ 154,423	\$ 992,418	\$ (530,269)	\$ (406,629)	\$ 209,943
MEDICAID	353,359	15,194,127	(864,727)	(14,488,184)	194,575
MEDICARE	132,132	1,346,220	(588,394)	(761,204)	128,754
OTHER INSURANCE	325,424	3,367,904	(1,334,921)	(1,927,129)	431,278
ALLOWANCE FOR UNCOLLECTIBLES	<u>(350,000)</u>	<u>-</u>	<u>(50,000)</u>	<u>-</u>	<u>(400,000)</u>
<b>TOTAL</b>	<b><u>\$ 615,338</u></b>	<b><u>\$ 20,900,669</u></b>	<b><u>\$ (3,368,311)</u></b>	<b><u>\$ (17,583,146)</u></b>	<b><u>\$ 564,550</u></b>

Seacoast Mental Health Center, Inc.  
**ANALYSIS OF BMHS REVENUES, RECEIPTS AND RECEIVABLES**  
 For the Year Ended June 30, 2021

	<u>Receivable From BMHS Beginning of Year</u>	<u>BMHS Revenues Per Audited Financial Statements</u>	<u>Receipts for Year</u>	<u>Receivable From BMHS End of Year</u>
CONTRACT YEAR, June 30, 2021	\$ 117,277	\$ 1,049,394	\$ (827,750)	\$ 338,921

Analysis of Receipts:

<u>Date of Receipt</u>	<u>Amount</u>
08/01/20	\$ 74,003
09/02/20	36,053
09/21/20	7,221
10/05/20	65,036
11/16/20	20,106
12/14/20	137,588
12/28/20	21,823
01/28/21	103,460
01/29/21	72,695
04/27/21	173,980
06/30/21	162,428
04/04/21	19,713
04/23/21	38,454
Less: Federal Monies	<u>(104,810)</u>
	<u>\$ 827,750</u>

Seacoast Mental Health Center, Inc.  
STATEMENT OF FUNCTIONAL PUBLIC SUPPORT AND REVENUES  
For the Year Ended June 30, 2021

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
<b>Program Service Fees:</b>										
Net Client Fee	\$ 462,149	\$ -	\$ 462,149	\$ 212,298	\$ 40,289	\$ 170,953	\$ 31,418	\$ 5,226	\$ 1,965	\$ -
Medicaid	14,329,400	-	14,329,400	5,267,301	161,387	7,935,746	704,764	131,677	128,525	-
Medicare	757,826	-	757,826	2,796	(367)	708,340	24,717	21,420	920	-
Other Insurance	2,032,983	-	2,032,983	613,872	166,131	1,185,347	18,037	45,782	3,814	-
<b>Public Support - Other:</b>										
United Way	5,000	-	5,000	2,000	-	3,000	-	-	-	-
Local/County Government	133,667	7,500	126,167	66,092	-	-	-	60,075	-	-
Donations/Contributions	117,038	117,038	-	-	-	-	-	-	-	-
Other Public Support	999,486	218,425	781,061	89,488	442,650	145,183	16,139	2899	12,524	72,178
DCYF	939	-	939	939	-	-	-	-	-	-
<b>Federal Funding:</b>										
Other Federal Grants	40,622	-	40,622	2,500	-	(66,878)	-	-	-	105,000
PATH	38,234	-	38,234	-	-	-	38,234	-	-	-
<b>BMHS</b>										
Community Mental Health	1,049,394	-	1,049,394	6,000	377,820	5,000	520,574	-	-	140,000
Rental Income	65,102	-	65,102	-	-	-	-	-	65,102	-
Other Revenues	775,063	86,821	688,242	218	13	498,605	189,208	198	-	-
	20,806,903	429,784	20,377,119	6,263,504	1,187,923	10,585,296	1,543,091	267,277	212,850	317,178
Administration	-	(429,784)	429,784	134,196	25,451	226,790	33,061	5,726	4,560	-
<b>TOTAL PUBLIC SUPPORT AND REVENUES</b>	<b>\$ 20,806,903</b>	<b>\$ -</b>	<b>\$ 20,806,903</b>	<b>\$ 6,397,700</b>	<b>\$ 1,213,374</b>	<b>\$ 10,812,086</b>	<b>\$ 1,576,152</b>	<b>\$ 273,003</b>	<b>\$ 217,410</b>	<b>\$ 317,178</b>

Seacoast Mental Health Center, Inc.  
STATEMENT OF PROGRAM SERVICE EXPENSES  
For the Year Ended June 30, 2021

	Total Agency	Admin.	Total Programs	Children	Emergency Services	Adult Services	Act Team	Substance Use Disorder	Fairweather Lodges	REAP
<b>Personnel Costs:</b>										
Salary and wages	\$ 12,580,339	\$ 2,264,891	\$ 10,315,448	\$ 2,927,188	\$ 1,263,075	\$ 4,405,598	\$ 801,180	\$ 393,947	\$ 412,763	\$ 111,697
Employee benefits	1,840,703	157,492	1,683,211	489,917	166,789	715,326	142,034	67,713	82,258	19,174
Payroll Taxes	891,911	155,755	736,156	209,163	94,969	311,418	56,330	26,047	31,939	6,290
<b>Professional Fees:</b>										
Accounting/audit fees	36,683	20,268	16,415	5,586	1,491	6,253	1,523	464	987	111
Legal fees	39,025	18,852	20,173	-	-	-	20,173	-	-	-
Other professional fees	358,687	129,860	228,827	23,728	1,148	21,834	1,569	467	1,012	179,069
<b>Staff Devel. &amp; Training:</b>										
Journals & publications	1,736	529	1,207	303	29	116	29	9	719	2
Conferences & conventions	(935)	(935)	-	-	-	-	-	-	-	-
Other Staff Development	16,819	485	16,334	9,847	58	4,248	245	1,667	264	5
<b>Occupancy costs:</b>										
Rent	902,562	147,455	755,107	174,449	42,709	188,042	269,512	13,368	63,786	3,241
Other Utilities	80,869	17,112	63,757	17,699	4,889	19,279	4,794	1,424	15,282	390
Maintenance & repairs	137,701	33,473	104,228	32,453	8,820	36,231	8,744	2,661	14,632	687
<b>Consumable Supplies:</b>										
Office	36,236	9,312	26,924	9,202	4,257	8,996	2,153	684	1,459	173
Building/household	25,140	5,973	19,167	4,411	1,072	4,281	1,051	312	7,954	86
Food	34,512	703	33,809	637	128	1,024	239	38	31,733	10
Medical	6,075	620	5,455	1,513	177	2,184	476	752	339	14
Other	367,310	85,790	281,520	92,173	24,766	103,390	25,163	7,646	16,309	12,073
Depreciation	74,539	17,607	56,932	19,560	5,185	21,528	5,261	1,597	3,410	391
Equipment rental	97,029	19,890	77,139	24,336	5,838	25,471	7,279	1,789	11,983	443
Advertising	10,585	7,774	2,811	1,021	247	1,033	252	77	163	18
Printing	6,365	1,298	5,067	1,274	1,379	1,296	310	97	200	511
Telephone/communications	210,120	30,946	179,174	62,926	33,246	52,597	17,941	4,832	5,429	2,203
Postage/shipping	18,398	4,520	13,878	4,723	1,264	5,265	1,283	389	831	123
<b>Transportation:</b>										
Staff	253,769	1,287	252,482	94,858	8,377	89,459	51,025	2,033	3,470	3,260
Clients	679	-	679	43	-	44	297	152	143	-
<b>Assist to Individuals:</b>										
Client services	37,056	-	37,056	14,696	-	11,288	1,864	9,002	165	41
<b>Insurance:</b>										
Malpractice/bonding	43,527	10,218	33,309	11,334	3,027	12,688	3,091	942	2,002	225
Vehicles	3,327	-	3,327	660	-	971	496	-	1,200	-
Comp. Property/liability	105,775	24,975	80,800	27,487	7,374	30,741	7,502	2,281	4,862	553
Membership Dues	3,802	2,626	1,176	-	638	538	-	-	-	-
Other Expenditures	124,114	108,483	15,631	11,944	688	1,636	466	129	745	23
	<u>18,344,458</u>	<u>3,277,259</u>	<u>15,067,199</u>	<u>4,273,131</u>	<u>1,681,640</u>	<u>6,082,775</u>	<u>1,432,282</u>	<u>540,519</u>	<u>716,039</u>	<u>340,813</u>
Admin. Allocation	-	(3,277,259)	3,277,259	929,447	365,773	1,323,062	311,534	155,745	117,568	74,130
<b>TOTAL PROGRAM EXPENSES</b>	<b>\$ 18,344,458</b>	<b>\$ -</b>	<b>\$ 18,344,458</b>	<b>\$ 5,202,578</b>	<b>\$ 2,047,413</b>	<b>\$ 7,405,837</b>	<b>\$ 1,743,816</b>	<b>\$ 696,264</b>	<b>\$ 833,607</b>	<b>\$ 414,943</b>

## Seacoast Mental Health Center, Inc.

Board of Directors Listing

First	Last	Employer/Affiliation	Address	City	State	Zip	Phone	Email	Term Begin	Term End	Officer	Committees
Monica	Kieser	Attorney			NH	03801			Jan-12	Jan-24	President	Audit/Finance Board Governance/Nomination Facilities
Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates			NH	03801			Apr-97	Jun-23	Vice President	Audit/Finance Chair - Board Governance/Nomination Facilities
Mark	Cochran	Regional Sales Director B2W Software			NH	03833			Nov-17	Nov-23	Secretary	Development IT
Brian	Carolan	Principal & Chief Investment Officer			NH	03840			Mar-18	Mar-24	Treasurer	Finance
Martha	Byam	Clinical Associate Professor			NH	03833			Oct-20	Oct-23	N/A	Nominating
Jason	Coleman, SMSgt NLANG	Financial Systems Analyst, United States Air Force			Me	03903			Feb-03	Feb-24	N/A	Facilities IT
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth			NH	03801			Aug-13	Aug-22	N/A	Development
Sandi	Hennequin	Vice President, U.S. Public Affairs, Emera Energy			NH	03862			May-17	May-23	N/A	Development
Dave	Keaveny	Portsmouth Police Department			ME	03903			Feb-20	Feb-23	N/A	
Erin	Lawson	Principal			NH	03801			Jan-16	Jan-22	N/A	Development
Andy	Mamczak	Owner AMM Consulting, LLC			NH	03801			May-19	May-22	N/A	IT
John	Pendleton	Judge - NH Court System			NH	03801			Feb-06	Feb-24	N/A	Nominating
Ned	Raynolds	Employee/Owner - Commercial Solar Consultant			NH	03801			May-14	May-23	N/A	Facilities
Eric	Spear	Owner IT Company Precision Campus			NH	03801			Mar-19	Mar-22	N/A	IT
Peter	Taylor	Attorney			NH	03801			Jan-19	Jan-22	N/A	Development
Mary	Toumpas	Independent Compliance Consultant			NH	03842			Jan-19	Jan-22	N/A	Development Finance

Seacoast Mental Health Center, Inc.

Board of Directors Listing

First	Last	Employment/Relation	Address	City	State	Zip	Phone	Term	Term End
Chris	Agard	Retirement/Insurance			NH	03000		1998	01/02/2000
Colin	Adair	Adviser			NH	03000		1998	
John	Adkins	CEO, Veeva Pharmaceuticals Access Executive of Pharmacia			NH	03000		12/17/2001	12/17/2001
John	Adkins	Senior Vice President, CEO & Access Executive - Drug Dept. LLC			NH	03000		Aug-11	May-14
Steven	B. B. McLaughlin	College for Learning Learning			NH	03000		1998	1999
John	Baron	Senior Military Manager, IBM			NH	03000		Jan-02	Jan-00
Tracy	Baron	Public Official/Manager			NH	03000		Jan-12	Jan-10
Mary Ann	Baron				NH	03000			1999
Carol	Baron	Retired			NH	03000		Nov-07	Nov-05
Thomas	Baron	MD, Health & A.S. Professional Training			NH	03000		1976	1982
Thomas	Baron	Retired			NH	03000		1998	1999
Clarence	Baron	Retired			NH	03000		1971	1974
James	Baron	Ph.D. - Consultant/Author			NH	03000		Jan-13	Jan-10
Thomas	Baron	Newspaper Editor			NH	03000		1970	1981
James	Baron	Retired			NH	03000		1971	1976
Robert	Baron	MD, M.D. - Consultant, P.H.D. Retired, 1200 Ac Burlington Way, NH NH Retired Clerk			NH	03000		Jan-76	Jan-00
Michael	Baron	Retired			NH	03000		Jan-00	Jan-11
Stephen	Baron	Retired			NH	03000		Jan-01	Jan-11
Charles	Baron	Retired			NH	03000		Jan-01	Jan-00
Thomas	Baron	Retired			NH	03000		1971	1981
Dr. James	Baron	Retired			NH	03000		1970	1981
John	Baron	Retired			NH	03000		1971	1981
Joseph	Baron	Retired			NH	03000		1971	1981
Thomas	Baron	Retired			NH	03000		1971	1981
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John	Baron	Retired			NH	03000		1971	1981
Thomas	Baron	Retired			NH	03000		1971	1981
John	Baron	Retired							

<i>First</i>	<i>Last</i>	<i>Employer/Affiliation</i>	<i>Address</i>	<i>City</i>	<i>State</i>
John	Pendleton	Attorney, Dwyer, Donovan & Pendleton, P.A.			NH
Carole	Bunting	Retired			NH
Jason	Coleman	Financial Systems Analyst, United States Air Force			NH
Paul	Sorli	Proprietor, Portsmouth Gas Light Company			NH
Anthony	Andronaco	Senior Vice President, CFO & Account Executive - Data Risk LLC			NH
Timothy	Black	Police Officer/Attorney			NH
Susan	Craig	Ph.D. - Consultant/Author			NH
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth			
Timothy	Graff	Operations Officer, United States Air Force			NH
Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates			NH
Lindsay	Josephs	Retired			NH
Monica	Kieser	Attorney			NH
Ed	Miller	Financial Advisor			NH
Nike	Speltz	Retired			NH
Robert	Stomierosky	Consultant			NH

<i>Zip</i>	<i>Phone</i>	<i>Email</i>	<i>Term Begin</i>	<i>Term End</i>	<i>Officer</i>
03801			Feb-06	Feb-15	President
03801			Nov-07	Nov-13	Vice President
03801			Feb-03	Feb-15	Treasurer
03801			Feb-00	Feb-15	Secretary
03801			Aug-13	Mar-14	
03862			Jan-12	Jan-15	N/A
03833			Jan-13	Jan-16	N/A
			Aug-13	Aug-16	
03825			Feb-03	Feb-15	
03842			Apr-97	Jun-14	N/A
03870			Jan-13	Jan-16	N/A
03801			Jan-12	Jan-15	N/A
03833			Apr-12	Apr-15	N/A
03801			Apr-04	Apr-16	
03871-0449			Aug-94	Aug-16	N/A

<b>Committees</b>
Audit/Finance Board Governance/Nomination Development Facilities
Audit/Finance Chair -Board Governance/Nomination Development Facilities
Chair - Audit/Finance Board Governance/Nomination Development Facilities
Audit/Finance Chair - Facilities
Development
None
Finance
Facilities
None
Audit/Finance
Audit/Finance
Audit/Finance
Development
Facilities

Diane	Agrodnia-Dorow	Investment/Insurance Advisor	NH	03801	3-Feb	5/19/2009		
Catherine	Allen		NH		1983	?		
Anthony	Andronaco	CFO, Vice President and Account Executive of DataRisk	NH	03801	2/21/2012	7/31/2012		
Anthony	Andronaco	Senior Vice President, CFO & Account Executive - Data Risk LLC	NH	03801	Aug-13	Aug-16		
Susan	B.R. McLane	College for Lifelong Learning	NH	03801	1994?	1995		
Hugh	Baver	Senior Territory Manager, IBM	NH	03855	Jan-05	Jan-08		
Timothy	Black	Police Officer/Attorney	NH	03862	Jan-12	Jan-15	N/A	Development
Mary Ann	Blanchard		NH	03801	?	1993		
Carole	Bunting	Retired	NH	03801	Nov-07	Nov-13	Vice President	Audit/Finance Chair - Board Governance/Nomination Development Facilities
Thomas	Burbank	DC Health & Co.	NH	03842	1979	1982		
Jason	Coleman	Financial Systems Analyst, United States Air Force	NH	03801	Feb-03	Feb-15	Treasurer	Chair - Audit/Finance Board Governance/Nomination Development Facilities
Timothy	Connors	Portsmouth Housing Authority	NH	03801	1994?	1995		
Geraldine	Copeland				1973	1974		
Susan	Craig	Ph.D. - Consultant/Author	NH	03833	Jan-13	Jan-16	N/A	None
Melody	Dahl	Newspaper Editor	NH	03842	1979	1984?		
Ernest	D'Angelo				1973	1976		
Albert	D'Antonio	District Coordinator, Pike Industries	NH	03801	Aug-79	Aug-09		
William	Davis	Comptroller, 157th Air Refueling Wing, NH Air National Guard	NH	03856	Oct-06	Dec-11		
Stephen	Dunfey	Writer/Journalist	NH	03801	Jan-01	Jan-13	N/A	None
Charlotte	Duquette	Director, Consumer Alliance	NH	03857	Jan-01	Jan-08		
Kathleen	Dwyer	Assistant City Attorney City of Portsmouth			Aug-13	Aug-16		
Thomas	Flynn	Judge	NH	03801	1973	1982		
D. John	Foley	Foley Industrial Supply	NH	03801	1979	1984?		
Arthur	Gilcreast	Educator	NH	03833	1994?	Jun-02		
Joseph	Glandorf		NH		1979	1982?		
Timothy	Graff	Operations Officer, United States Air Force	NH	03825	Feb-03	Feb-15		Finance
Peter	Griffin	Great Bay Marina	NH	03862	1992	2001		
Todd	Hanson	JSA Architects Interior Planners	NH	03801	Jul-02	Mar-10		New Heights Advisory Board Chair (Exofficio)
John	Hoar	NH State Representative	NH	03042	1974	Dec-95		

First	Last	Employer/Affiliation	State	Zip	Term Begin	Term End		
Kimberly	Hyer	Pediatrician, Hampton Pediatric Associates	NH	03842	Apr-97	Jun-14	N/A	Facilities
Marjorie	Iafolla	Retired	NH	03862-0121	Aug-94	Aug-08		
Lindsay	Josephs	Treasurer - Seacoast Consumer Alliance Peer Support Center	NH	03870	Jan-13	Jan-16	N/A	None
Theodore	Keith		NH	03862	1992	1995		
Monica	Kieser	Attorney	NH	03801	Jan-12	Jan-15	N/A	Audit/Finance
Gary	Marmontello	Apogent Technologies	NH	03801	Feb-00	Sep-02		
John	McPhee	Reverend			1976	1977		
Ed	Miller	Financial Advisor	NH	03833	Apr-12	Apr-15	N/A	Audit/Finance
Edward	O'Connell				1973	1977		
Deirdre	O'Leary	Artist	NH	03871	1994	Oct-95		
John	Pendleton	Attorney, Dwyer, Donovan & Pendleton, P.A.	NH	03801	Feb-06	Feb-15	President	Audit/Finance Board Governance/Nomination Development Facilities
Jodi	Philpott-Jones				1994	Oct-96		
Scott	Pope	Pope Housing	NH	03848	Feb-00	Nov-05		
Rona	Purdy	Retired	NH	03854	Sep-01	Aug-07		
Dana	Quinn	New England Signal Systems	NH	03261	1983	1983?		
Doris	Regan				1973	1974		
Diane	Schaefer	UNH	NH	03801	Nov-05	Mar-10		New Heights Advisory Board Vice Chair (Exofficio)
Patty	Schwartz	Retired	NH	03870	Feb-97	Jun-12		
William	Scott	Attorney, Boynton, Waldron, Doleac and Scott, P.A.	NH	03801	Jun-89	Feb-13	N/A	Evaluation Nomination
Jean	Seavey				1973	1974		
C. G.	Shaffer	Educational Program Planning	NH	03801	Aug-10	Jan-13	Secretary	None
Joseph	Shanley	Real Estate Broker	NH	03801-0467	Oct-98	2001		
Gerald	Shattuck	Pediatrician	NH	03801	1973	1983?		
Robert	Simpson				1973	1978		
Paul	Sorli	Proprietor, Portsmouth Gas Light Company	NH	03801	Feb-00	Feb-15	Secretary	Audit/Finance Chair - Facilities
Nike	Speltz	Retired	NH	03801	Apr-04	Apr-16		Audit/Finance Development
Robert	Stomerosky	Consultant	NH	03871-0449	Aug-94	Aug-16	N/A	Facilities
John	Tillinghast		NH	03862	1994?	Nov-05		
Arthur	Tufts				1973	1978		
William	Wagner	Janitorial Service	NH	03801	1973	1983?		
Stephen	Witt	Granite Bank	NH	03862	Feb-00	Apr-03		

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**

**Honors and Awards**

Federal Traineeship in Health Management and Policy, Academic Year 2000-2001

**Membership**

National Association of Reimbursement Officers, Past President

8/16/2021

Candidate Application Information

**Resume**Virginia A. Gentile, CPA  
[REDACTED]

**Career Objective:** I am seeking a leadership role in the behavioral health sector that will allow me to meaningfully contribute to the mission of the agency by providing sound financial and operational guidance and oversight and collaborative leadership.

**Qualifications and Skills:**

16 years in Behavioral Health Executive Finance role Strategic Planning  
Financial Management and Oversight Project Management  
Mergers and Acquisitions Federal and State Compliance  
Team Building and Collaboration Budgeting and Analysis

**Experience:****Vice President of Finance, Sweetser 2014-Present**

- Member of four-member, executive management team of a \$60 million non-profit, behavioral health/social services agency
- Provide staffing support to the Board of Directors and the Finance and Investment Committees of the Board
- Oversee all activities of the 30 member combined team of Finance and Patient Accounts Departments, including direct supervision of the Directors of Finance and Patient Accounts
- Analyze and oversee financial analysis of new business opportunities
- Identify, organize and facilitate process improvement through ad hoc committees
- Advocate and negotiate rates, contracts, and banking relationships
- Oversee development of the agency budget, contract and foundation budgets and reporting
- Monitor and oversee monitoring of monthly performance including analysis, reporting, cash management, fiscal contract compliance
- Oversee preparation of financial statements for annual audits including state and federal compliance
- Oversee the function of Information Technology including direct supervision of the Director of Information Technology and as Security Officer
- Oversaw the administrative function of client records (2015-2019)

**Chief Financial Officer, The Opportunity Alliance, Portland, ME 2004-2014**

I was hired as the Chief Financial Officer of Youth Alternatives, Inc.(YA) in 2004. In 2007, YA merged with Ingraham, Inc. to form Youth Alternatives Ingraham (YI). In 2011, YI merged with Peoples Regional Opportunity Program (PROP) to form The Opportunity Alliance.

- Member of executive senior management team of a \$30 million non-profit, behavioral health/social services agency
- Provided staffing support to the Board of Directors and the Finance and Facilities Committees of the Board
- Oversaw all activities of the 16 member Finance Department, including direct supervision of the Vice President of Accounting and three Financial Reporting Analysts
- Analyzed and oversaw analysis of new business opportunities including mergers and acquisitions
- Developed and oversaw development of the agency budget, contract and foundation budgets and reporting
- Monitored and oversaw monitoring of monthly performance including analysis, reporting, cash management, fiscal contract compliance
- Negotiated and oversaw negotiation of rates and contracts
- Advocated and collaborated on ad hoc committees of the Department of Health and Human Services (DHHS) as a provider representative

continued, Virginia A. Gentile

- Oversaw preparation of financial statements for annual audits including MAAP and OMB Circular A-133 compliance
- Oversaw all activities of the Information Technology Department (2004-2011)
- Oversaw all activities of the Facilities Department (2007-2011)

8/16/2021

Candidate Application Information

**Special Achievements**

- Implemented new electronic health records for Sweetser and The Opportunity Alliance
- Implemented a Business Partner model with program/department staff for improved communication and financial performance
- Led financial due diligence, managed legal counsel, and implemented system conversions for two mergers  
? Youth Alternatives, Inc. and Ingraham (2007), doubled the agency size to \$18 million  
? Youth Alternatives Ingraham and the Peoples Regional Opportunity Program (PROP) (2011), doubled the agency size to \$36 million
- Managed new construction and building renovation project for administrative office relocation and secured tax exempt financing from Maine Health and Higher Education Facilities Authority (2006)

**Audit Manager, Baker Newman Noyes, Portland, ME 2001-2004**

- Analyzed financial information to determine reasonableness and trends
- Recommended improvements to client management for improving accounting practices and internal control environments
- Trained staff in audit methodology, specific industry practices and accounting updates
- Coordinated timing of engagements and determined appropriate staffing requirements with clients and firm management
- Managed audit teams in the performance of audits for multiple, concurrent engagements
- Reviewed audit documentation and financial statements for accuracy and propriety in accordance with firm, industry, audit and accounting standards
- Engaged in business development with teams of firm management
- Industry experience emphasis on not-for-profit, healthcare, federal compliance audits, and employee benefit plans

**Senior/Staff Auditor, Baker Newman Noyes, Portland, ME 1996-2001**

- Performed audit testing and documentation from planning to financial statement reporting
- Supervised and trained audit teams of one to five individuals in the audit performance and preparation of financial statements
- Designed audit programs and tests to meet client needs and audit objectives
- Evaluated internal controls and recommended improvements to client management
- Prepared financial statements in various industries including not-for-profit, healthcare, banking, distribution and manufacturing
- Developed planning, administrative, communication, and technical skills in accordance within firm, industry, audit and accounting standards

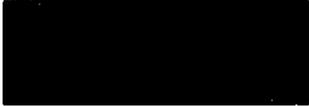
**Professional Organizations**

- American Institute of Certified Public Accountants, 1999-present
- Maine State Society of Certified Public Accountants, 1999-present

**Education and Training**

- University of Southern Maine, Portland, ME, BS in Accounting, Summa Cum Laude, May 1996
- Institute for Civic Leadership, Omicron Class, 2007-2008
- Results Based Accountability, 2014

WASSFY M. HANNA, M. D.



## **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

WASSFY M. HANNA, M. D.  
Page 2 of 4

Clinical Instructor in Psychiatry  
Responsible for training of Harvard Fellows in Child Psychiatry  
Harvard Medical School  
Cambridge, Massachusetts  
1968-1985

### **Appointments**

Examiner  
Child Psychiatry  
American Board of Psychiatry and Neurology  
1986-Present

Trustee  
Portsmouth Regional Hospital and Pavilion  
Portsmouth, New Hampshire  
1992-Present

### **Education**

Graduated Cairo University Medical School  
Cairo, Egypt  
January, 1957

Rotating Internship  
Cairo University Hospital  
Cairo, Egypt  
1957-1958

Residency in Neurology  
Cairo University Hospital  
Cairo, Egypt  
1958-1960

Residency in Adult Psychiatry  
Metropolitan Hospital  
Waltham, Massachusetts  
1961-1963

Fellowship in Child Psychiatry  
Harvard Medical School  
Gaebler Children's Center  
Waltham, Massachusetts  
1965-1967

### **Board Certifications**

Board Certified in Neurology  
Cairo University  
Cairo, Egypt  
1960

Board Certified in Adult Psychiatry  
American Board of Psychiatry and Neurology  
1971

Board Certified in Child Psychiatry  
American Board of Psychiatry and Neurology  
1984

### **Licensure**

Licensed to practice medicine in New Hampshire

Licensed to practice medicine in Massachusetts

### **Hospital Affiliations**

Portsmouth Regional Hospital and Pavilion  
Portsmouth, New Hampshire

Exeter Hospital  
Exeter, New Hampshire

Saint Elizabeth Hospital (past affiliation)  
Brighton, Massachusetts

Gaebler Children's Center (past affiliation)  
Waltham, Massachusetts

### **Professional Memberships**

American Psychiatric Association

New England Council of Child Psychiatry

New Hampshire Medical Society

New Hampshire Psychiatric Society

### **Publications**

"Attention Deficit Disorder", 1978  
American Psychiatric Association Continuous Medical Education Course, Child  
Psychiatry for the General Psychiatrist  
Presented at the Annual Meeting of the American Psychiatric Association, 1979-  
1983

"Elective Mutism", 1978  
American Psychiatric Association Continuous Medical Education Course, Child  
Psychiatry for the General Psychiatrist  
Presented at the Annual Meeting of the American Psychiatric Association, 1979-  
1983

WASSFY M. HANNA, M. D.  
Page 4 of 4

**"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

**CONTRACTOR NAME: Seacoast Mental Health Center, Inc.**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Geraldine Couture	President/CEO	213,000	0%	
Virginia Gentile	Chief Administrative Officer	140,000	0%	
Wassfy Hanna	Medical Director	145,000	0%	
	FY 2022 Levels			

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Lori A. Shilbnette  
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

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		\$ 7,897,580	\$ 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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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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
<b>TOTALS</b>	<b>\$2,709,675</b>	<b>\$7,288,975</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$16,284,430</b>

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.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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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 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				\$181,533	\$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 177610-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 177194-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 Stratford 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 174118-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:**

**06-95-92-922010-4117 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	\$2,802,875	\$0	\$2,802,875
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 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.

DS  
DC

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*  
\_\_\_\_\_  
Name: Katja Fox  
Title: director

Seacoast Mental Health Center, Inc.

6/15/2021  
\_\_\_\_\_  
Date

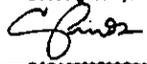
DocuSigned by:  
*Jay Couture*  
\_\_\_\_\_  
Name: Jay Couture  
Title: President and CEO

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

OFFICE OF THE ATTORNEY GENERAL

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:

**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 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.

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



**Exhibit A**

- 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.

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



**Exhibit A**

- 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

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



**Exhibit A**

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.

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



**Exhibit A**

- 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. Glenclyff 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

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



**Exhibit A**

- 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

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



**Exhibit A**

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

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



**Exhibit A**

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.

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



**Exhibit A**

- 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.

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



**Exhibit A**

- 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.

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



**Exhibit A**

- 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: 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 DHS 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	\$ 600	\$ -	\$ 600	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600
Postage	\$ 300	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300
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 outline 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
<b>TOTAL</b>	\$ 93,472	\$ -	\$ 93,472	\$ -	\$ -	\$ -	\$ 93,472	\$ -	\$ 93,472

Indirect As A Percent of Direct 0.0%



Lori A. Skibbinette  
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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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Monadnock Family Services	\$158,800		\$6,678,775	\$2,733			\$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		\$8,851,601	\$76,979			\$7,697,580			
Seacoast Mental Health Center, Inc.	\$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			
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			
<b>Total:</b>	<b>\$2,123,704</b>		<b>\$6,519,975</b>	<b>\$8,643,679</b>			<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$8,988,650**</b>
<p>* Represents the Total Revised Shared Price Limitation plus the respective Individual Price Limitation.</p> <p>** Represents the Total Current Individual Price Limitation plus Total Increase/Decrease to Individual Price Limitation plus the Total Increase/Decrease to Shared Price Limitation.</p>										

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 3 of 4

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

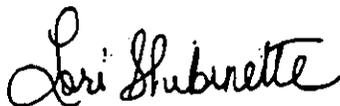
His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

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. Shubinette

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 177310-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

**Sescoast 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 Stratford 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, HMS:  
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 1<sup>st</sup> 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



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

- 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



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

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:

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: 07/21 (July 1, 2019 - 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	\$ 980.00	\$ -	\$ 980.00	\$ -	\$ -	\$ -	\$ 980	\$ -	\$ 980.00	
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	
<b>TOTAL</b>	\$ 83,457	\$ 10,015	\$ 93,472	\$ -	\$ -	\$ -	\$ 83,457	\$ 10,015	\$ 93,472	

Indirect as a Percent of Direct 12.0%



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

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 2 of 4

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
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

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 HEALTH 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

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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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 Hé-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 individual is placed on the Housing Choice Voucher wait list to when the individual 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.

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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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
			<b>Subtotal</b>	<b>\$158,800</b>

## 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
			<b>Subtotal</b>	<b>\$158,800</b>

## 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
			<b>Subtotal</b>	<b>\$158,800</b>

## 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
			<b>Subtotal</b>	<b>\$331,626</b>

## 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
			<b>Subtotal</b>	<b>\$158,800</b>

## 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	\$189,340
			<b>Subtotal</b>	<b>\$338,852</b>

## 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
			<b>Subtotal</b>	<b>\$331,626</b>

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
			<b>Subtotal</b>	<b>\$158,800</b>

Community Partners of Stafford County (Vendor Code 177278-8002)

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
			<b>Subtotal</b>	<b>\$158,800</b>

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
			<b>Subtotal</b>	<b>\$158,800</b>
			<b>Total Family Support Services</b>	<b>\$2,123,704</b>

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
			<b>Subtotal</b>	<b>\$6,519,975</b>

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-08)

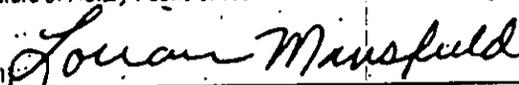
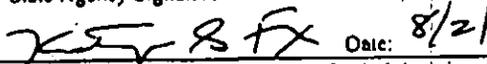
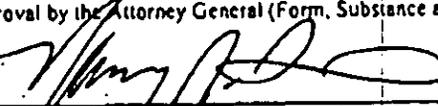
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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 		1.12 Name and Title of Contractor Signatory Monica F. Kiesel, President - Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Rockingham</u> On <u>August 1, 2019</u> 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 		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 		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: <u>8/14/2019</u>			
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 MPK  
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 \$1,000,000 per 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.

**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.

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



**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.

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*8/1/19*

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

- 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.

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Housing Bridge Subsidy Program Services**



**Exhibit A**

- 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.

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**Exhibit A**

- 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.

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

- 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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**Exhibit A**

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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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**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 costs for 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<sup>th</sup>) 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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**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](mailto: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 - Budget

County of Santa Clara, Department of Health and Human Services

Department Name: Behavioral Health Center, Inc.  
 Budget Fiscal Year: 2019  
 Budget Period: 07/01/2019 to 06/30/2020

Line Item	Total Program Cost			Companion Grant / Match			Funded by Other Grants / Other		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Personnel	11,214,800		11,214,800				11,214,800		11,214,800
2. Materials	11,677,800		11,677,800				11,677,800		11,677,800
3. Travel									
4. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
5. Equipment									
6. Information Technology									
7. Other	221,000		221,000				221,000		221,000
8. Total	13,613,600		13,613,600				13,613,600		13,613,600
9. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
10. Materials	1,100,000		1,100,000				1,100,000		1,100,000
11. Travel									
12. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
13. Equipment									
14. Information Technology									
15. Other	1,100,000		1,100,000				1,100,000		1,100,000
16. Total	4,400,000		4,400,000				4,400,000		4,400,000
17. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
18. Materials	1,100,000		1,100,000				1,100,000		1,100,000
19. Travel									
20. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
21. Equipment									
22. Information Technology									
23. Other	1,100,000		1,100,000				1,100,000		1,100,000
24. Total	4,400,000		4,400,000				4,400,000		4,400,000
25. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
26. Materials	1,100,000		1,100,000				1,100,000		1,100,000
27. Travel									
28. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
29. Equipment									
30. Information Technology									
31. Other	1,100,000		1,100,000				1,100,000		1,100,000
32. Total	4,400,000		4,400,000				4,400,000		4,400,000
33. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
34. Materials	1,100,000		1,100,000				1,100,000		1,100,000
35. Travel									
36. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
37. Equipment									
38. Information Technology									
39. Other	1,100,000		1,100,000				1,100,000		1,100,000
40. Total	4,400,000		4,400,000				4,400,000		4,400,000
41. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
42. Materials	1,100,000		1,100,000				1,100,000		1,100,000
43. Travel									
44. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
45. Equipment									
46. Information Technology									
47. Other	1,100,000		1,100,000				1,100,000		1,100,000
48. Total	4,400,000		4,400,000				4,400,000		4,400,000
49. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
50. Materials	1,100,000		1,100,000				1,100,000		1,100,000
51. Travel									
52. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
53. Equipment									
54. Information Technology									
55. Other	1,100,000		1,100,000				1,100,000		1,100,000
56. Total	4,400,000		4,400,000				4,400,000		4,400,000
57. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
58. Materials	1,100,000		1,100,000				1,100,000		1,100,000
59. Travel									
60. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
61. Equipment									
62. Information Technology									
63. Other	1,100,000		1,100,000				1,100,000		1,100,000
64. Total	4,400,000		4,400,000				4,400,000		4,400,000
65. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
66. Materials	1,100,000		1,100,000				1,100,000		1,100,000
67. Travel									
68. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
69. Equipment									
70. Information Technology									
71. Other	1,100,000		1,100,000				1,100,000		1,100,000
72. Total	4,400,000		4,400,000				4,400,000		4,400,000
73. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
74. Materials	1,100,000		1,100,000				1,100,000		1,100,000
75. Travel									
76. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
77. Equipment									
78. Information Technology									
79. Other	1,100,000		1,100,000				1,100,000		1,100,000
80. Total	4,400,000		4,400,000				4,400,000		4,400,000
81. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
82. Materials	1,100,000		1,100,000				1,100,000		1,100,000
83. Travel									
84. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
85. Equipment									
86. Information Technology									
87. Other	1,100,000		1,100,000				1,100,000		1,100,000
88. Total	4,400,000		4,400,000				4,400,000		4,400,000
89. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
90. Materials	1,100,000		1,100,000				1,100,000		1,100,000
91. Travel									
92. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
93. Equipment									
94. Information Technology									
95. Other	1,100,000		1,100,000				1,100,000		1,100,000
96. Total	4,400,000		4,400,000				4,400,000		4,400,000
97. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
98. Materials	1,100,000		1,100,000				1,100,000		1,100,000
99. Travel									
100. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
101. Equipment									
102. Information Technology									
103. Other	1,100,000		1,100,000				1,100,000		1,100,000
104. Total	4,400,000		4,400,000				4,400,000		4,400,000
105. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
106. Materials	1,100,000		1,100,000				1,100,000		1,100,000
107. Travel									
108. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
109. Equipment									
110. Information Technology									
111. Other	1,100,000		1,100,000				1,100,000		1,100,000
112. Total	4,400,000		4,400,000				4,400,000		4,400,000
113. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
114. Materials	1,100,000		1,100,000				1,100,000		1,100,000
115. Travel									
116. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
117. Equipment									
118. Information Technology									
119. Other	1,100,000		1,100,000				1,100,000		1,100,000
120. Total	4,400,000		4,400,000				4,400,000		4,400,000
121. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
122. Materials	1,100,000		1,100,000				1,100,000		1,100,000
123. Travel									
124. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
125. Equipment									
126. Information Technology									
127. Other	1,100,000		1,100,000				1,100,000		1,100,000
128. Total	4,400,000		4,400,000				4,400,000		4,400,000
129. Personnel	1,100,000		1,100,000				1,100,000		1,100,000
130. Materials	1,100,000		1,100,000				1,100,000		1,100,000
131. Travel									
132. Contractual Services	1,100,000		1,100,000				1,100,000		1,100,000
133. Equipment									
134. Information Technology									
135. Other	1,100,000		1,100,000				1,100,000		1,100,000
136. Total	4,400,000		4,400,000				4,400,000		4,400,000
137. Personnel									



New Hampshire Department of Health and Human Services  
Exhibit C



**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 Contractor's 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;

Exhibit C - Special Provisions

Contractor Initials

Date

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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.

Exhibit C - Special Provisions

Contractor Initials

Date

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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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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 13168, 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 3.808.

(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 3.808 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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Exhibit C-1



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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Exhibit D



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

Vendor Initials MPK  
Date 8/1/19

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Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

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

Vendor Name: Seacoast Medical Health Center  
Inc

8/1/19  
Date

  
Name: MONICA F. KIESE  
Title: President, Board of Directors

Vendor Initials: MKP/K  
Date: 8/1/19

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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: Seacoast Mental Health Center  
Inc.

Monica F. Kieser  
Name: Monica F. Kieser  
Title: President, Board of Directors

8/1/19  
Date

Vendor Initials: MPK  
Date: 8/1/19

New Hampshire Department of Health and Human Services  
Exhibit F



**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 (1)(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  
LLC

*Monica F. Kiese*  
Name: Monica F. Kiese  
Title: President, Board of Directors

8/1/19  
Date

Vendor Initials: *MPK*  
Date: 8/1/19

New Hampshire Department of Health and Human Services  
Exhibit G



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

The 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, 1685-88), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations - OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations - Nondiscrimination, Equal Employment Opportunity, Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

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

Vendor Initials

MFR

Date

8/1/19

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  
slac

*Monica F. Kieser*

Name: MONICA F. KIESER  
Title: President, Board of Directors

8/1/19

Date

Exhibit G

Certification of Compliance with requirements pertaining to Federal Non-discrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections

Vendor Initials

*MPK*

Date

8/1/19

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.

Date 8/19/19

Vendor Name: Seacoast Mental Health Center  
inc.  
Monica F. Kiersch  
Name: Monica F. Kiersch  
Title: President, Board of Directors

Vendor Initials MAK  
Date 8/19/19

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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Vendor Initials MPK  
Date 8/1/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

New Hampshire Department of Health and Human Services



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). 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

3/2014

Vendor Initials

MPK

Date

8/1/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

MPK  
Date 8/11/19

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Vendor Initials

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Date 8/1/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services  
The State

Katja S. Fay  
Signature of Authorized Representative

Katja S. Fay  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Seacoast Mental Health Center, Inc  
Name of the Vendor

Monica F. Kiesel  
Signature of Authorized Representative

Monica F. Kiesel  
Name of Authorized Representative

President Board of Directors  
Title of Authorized Representative

8/1/19  
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: Seacoast Mental Health Center  
etc.

Monica F. Kieser

Name: Monica F. Kieser  
Title: President, Board of Directors

8/1/19  
Date

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.

- The DUNS number for your entity is: 188996185
- 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:

- 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:

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

Name: _____	Amount: _____

Vendor Initials MPK  
Date 8/1/19

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

MFK  
8/1/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

*MPK*

*8/1/19*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

**Exhibit K**

**DHHS Information Security Requirements**



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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New Hampshire Department of Health and Human Services  
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DHHS Information Security Requirements



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

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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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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/doi/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.

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Exhibit K

DHHS Information Security Requirements



- 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

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8/1/19

**State of New Hampshire  
Department of Health and Human Services  
Amendment #3**

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 DBA 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), and as subsequently amended and approved on December 2, 2020, (Item #13), and amended and approved on July 14, 2021 (Item #15), 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, 2023
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$16,943,802
3. Modify Exhibit A, Scope of Services, Amendment #2, by replacing in its entirety with Exhibit A, Amendment #3, Scope of Services, which is attached hereto and incorporated by reference herein.
4. 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, \$4,486,300 for SFY 2022, and \$4,486,300 for SFY 2023. The total price limitation for the lifetime client stipend among all ten (10) agreements is \$137,500.
5. Modify Exhibit B, Methods and Conditions Precedent to Payment, Section 8, Subsection 8.1, to read:
  - 8.1. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.1., Housing Bridge Subsidy Program, 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 #3 Budget, which does not include the price limitation available for vouchers.
6. 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 #3, Scope of Services, and in Exhibit B, Methods and

The Mental Health Center for Southern New Hampshire  
DBA Center for Life Management

A-S-1.2

Contractor Initials

DS  
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SS-2020-DBH-01-HOUSE-10-A03

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Date 1/19/2022

Conditions Precedent to Payment.

7. Modify Exhibit B, Methods and Conditions Precedent to Payment, by adding Section 15 to read:
  15. Payment for services in Exhibit A, Scope of Services, Amendment #3, Subsection 2.2., Supported Housing Bed Expansion, shall be on a cost reimbursement basis for actual expenditures incurred, and shall be in accordance with the approved line item, as specified in Exhibit B-3, Budget, Amendment #3, and Exhibit B-4, Budget, Amendment #3.
    - 15.1. For individuals without sufficient health insurance or other coverage for the services they receive, which the Contractor cannot otherwise seek reimbursement from an insurance or third-party payor, the Contractor shall directly bill the Department to access contract funds provided through this Agreement.
    - 15.2. The Contractor shall submit an invoice in a form satisfactory to the Department with supporting documentation including but not limited to the denial of claims. Invoices for individuals without health insurance or other coverage for the services they receive, and for operational costs must include general ledger detail indicating the invoice is only for net expenses. The amount billed to the Department shall be less client-paid rents.
8. Modify Exhibit B-3, Amendment #2, Budget, by replacing in its entirety with Exhibit B-3, Amendment #3, Budget, which is attached hereto and incorporated by reference herein.
9. Add Exhibit B-4, Amendment #3, 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 upon Governor and Council approval.

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

State of New Hampshire  
Department of Health and Human Services

1/20/2022

Date

DocuSigned by:

*Katja S. Fox*

CE9D86D84E68442...

Name: Katja S. Fox

Title: Director

The Mental Health Center for Southern New Hampshire  
DBA Center for Life Management

1/19/2022

Date

DocuSigned by:

*Vic Topo*

D4AA75EC2EAC48A...

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

1/21/2022

Date

DocuSigned by:  
*Robyn Guarino*  
748734844041480

Name: Robyn Guarino

Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:  
Title:



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

**Exhibit A Amendment #3**

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

**2. Scope of Services**

**2.1. Housing Bridge Subsidy Program**

- 2.1.1. 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.
- 2.1.2. The Contractor shall provide a shared caseload with a maximum of 500 housing vouchers among all vendors.
- 2.1.3. The Contractor shall provide scattered-site housing and ensure full community integration.
- 2.1.4. The Contractor shall ensure services provided through this Agreement are not subcontracted by the Contractor.
- 2.1.5. 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.



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

**Exhibit A Amendment #3**

- 2.1.6. The Contractor shall assist individuals, who are not currently connected to the CMHC, with completing HBSP applications.
- 2.1.7. 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.
- 2.1.8. The Contractor shall send completed applications to the Department, in accordance with He-M 400 PART 406.
- 2.1.9. The Contractor shall facilitate enrollment into the HBSP for individuals approved by the Department for HBSP services by:
  - 2.1.9.1. 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:
    - 2.1.9.1.1. Guardian or other involved family member, as appropriate.
    - 2.1.9.1.2. Referring agent.
    - 2.1.9.1.3. Representative payee.
    - 2.1.9.1.4. Natural Supports.
    - 2.1.9.1.5. Identified mental health center representative.
  - 2.1.9.2. Assisting the individual with understanding the HBSP, which includes, but is not limited to:
    - 2.1.9.2.1. Tenant rights and obligations.
    - 2.1.9.2.2. Annual recertification needs.
    - 2.1.9.2.3. The role of landlords.
  - 2.1.9.3. Collaborating with the individual's CMHC treatment team and natural supports to assess the individual's immediate temporary housing and mental health needs.
  - 2.1.9.4. Referring, assisting, and connecting individuals to mental health treatment services with the Intake Team at the appropriate CMHC, as requested and needed.



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

**Exhibit A Amendment #3**

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

2.1.9.5.1. Benefits eligibility and status.

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

2.1.9.5.2.1. Supportive services.

2.1.9.5.2.2. Substance use disorder treatment.

2.1.9.5.2.3. Behavioral health care; psychiatric health care.

2.1.9.5.2.4. Primary and medical health care.

2.1.10. 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:

2.1.10.1. Obtaining the individual's housing history.

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

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

2.1.10.4. 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.

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

2.1.10.5.1. Providing information to complete credit checks.

2.1.10.5.2. Providing references.

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

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



**Exhibit A Amendment #3**

- 2.1.10.6. Assisting the individual with contacting potential landlords, as appropriate or as requested by the individual.
- 2.1.10.7. 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.
- 2.1.10.8. Ensuring the individual understands fair housing laws.
- 2.1.10.9. Assisting the individual with identifying initial rental needs and resources, which include, but are not limited to:
  - 2.1.10.9.1. Security deposits.
  - 2.1.10.9.2. Securing utilities.
  - 2.1.10.9.3. Obtaining furniture.
  - 2.1.10.9.4. Purchasing groceries.
- 2.1.10.10. 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.
- 2.1.10.11. Assisting the individual with obtaining permanent housing vouchers, when available.
- 2.1.10.12. Assisting individuals who are not currently connected to the CMHC with applying for all eligible benefits, which may include, but are not limited to:
  - 2.1.10.12.1. Security deposit financial assistance.
  - 2.1.10.12.2. Assistance with utility payments.
  - 2.1.10.12.3. Assistance with applying for food stamps.
  - 2.1.10.12.4. Assistance with applying for Social Security Insurance (SSI) or Social Security Disability Insurance (SSDI), as appropriate.
  - 2.1.10.12.5. Assistance with the appeal process for SSI or SSDI, as necessary.
- 2.1.11. The Contractor shall provide housing unit leads in an amount agreed upon by the Department.



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

**Exhibit A Amendment #3**

2.1.12. 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:

2.1.12.1. Assistance with:

2.1.12.1.1. Accessing food needs to decrease food insecurity.

2.1.12.1.2. Finding donations for and linkage to apartment furnishing.

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

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

2.1.12.1.5. 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.

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

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

2.1.12.1.7.1. Peer support agencies.

2.1.12.1.7.2. Faith-based groups.

2.1.12.1.7.3. Transportation services.

2.1.12.1.7.4. Primary care services.

2.1.12.1.7.5. Homemaker/personal care services.

2.1.12.1.7.6. Legal aid.

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



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

**Exhibit A Amendment #3**

- 2.1.13. 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.
- 2.1.14. The Contractor shall identify needs, engage supports, and mobilize supports for each individual through:
  - 2.1.14.1. Treatment team meetings;
  - 2.1.14.2. Assertive Community Treatment (ACT) team meetings;
  - 2.1.14.3. Discharge planning meetings when the individual is leaving:
    - 2.1.14.3.1. New Hampshire Hospital;
    - 2.1.14.3.2. A Designated Receiving Facility;
    - 2.1.14.3.3. Glencliff Home; or
    - 2.1.14.3.4. Transitional Housing Supports;
  - 2.1.14.4. Self-observations;
  - 2.1.14.5. Feedback from landlords; and
  - 2.1.14.6. The Contractor's employed community-based staff.
- 2.1.15. 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.
- 2.1.16. 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.
- 2.1.17. The Contractor shall document and coordinate delivery of community mental health services that are necessary and the individual has agreed to receive.
- 2.1.18. The Contractor shall assist landlords and property managers involved with HBSP by:
  - 2.1.18.1. Ensuring landlords and/or property owners are aware of HBSP voucher payments and the process to receive payments.
  - 2.1.18.2. Assisting with coordinating any needs or changes to the housing unit or the lease.



**New Hampshire Department of Health and Human Services  
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**Exhibit A Amendment #3**

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- 2.1.18.3. 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.
- 2.1.18.4. Contacting landlords and/or property owners as needed to assess current status of the HBSP individual's rental payments or other issues, as necessary.
- 2.1.18.5. Assisting landlords and/or property owners with transitioning from HBSP to Section 8 Housing Choice Vouchers.
- 2.1.18.6. Ensuring timely HBSP voucher payments to landlords.
- 2.1.19. The Contractor shall complete annual re-certifications for individuals enrolled in HBSP, which include, but is not limited to:
  - 2.1.19.1. Income verification.
  - 2.1.19.2. Notification to the individual and landlord regarding any changes in voucher amount.
  - 2.1.19.3. Inspection of the unit.
- 2.1.20. 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.
- 2.1.21. 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.
- 2.1.22. 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.
- 2.1.23. 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:
  - 2.1.23.1. All parties relevant to the complaint are interviewed by the complaint investigator.

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



**Exhibit A Amendment #3**

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- 2.1.23.2. The complaint investigator makes a determination as to whether the complaint is founded or unfounded.
- 2.1.23.3. The complainant is notified, in writing, of the finding.
- 2.1.23.4. All identities of any complainants are kept confidential.
- 2.1.23.5. Complainants are aware of the Contractor's process to request an appeal of findings.
- 2.1.23.6. The Department is notified, in writing, of the complaint and the outcome.
- 2.1.24. The Contractor shall maintain a case file for each individual in the program that includes, but is not limited to:
  - 2.1.24.1. Releases of information and consent forms.
  - 2.1.24.2. Housing and service plans.
  - 2.1.24.3. Progress and contact notes.
  - 2.1.24.4. Criminal record check and registered offender search.
  - 2.1.24.5. Guardianship orders, as applicable.
  - 2.1.24.6. Representative payee orders, as applicable.
  - 2.1.24.7. Other housing applications, as applicable.
  - 2.1.24.8. Documentation of service participation.
  - 2.1.24.9. Any medical, mental health, and/or substance use disorder services requested and provided.
- 2.1.25. The Contractor shall provide a total stipend of up to \$250, or the balance thereof, to individuals in accordance with the following:
  - 2.1.25.1. 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;
  - 2.1.25.2. 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
  - 2.1.25.3. The Contractor obtains written approval from the Department prior to disbursing any portion of the stipend.



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

**Exhibit A Amendment #3**

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

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

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

2.1.29. Phoenix System

2.1.29.1. 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:

2.1.29.1.1. 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.

2.1.29.1.2. 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.

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

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

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

2.1.29.2.3. Data shall be kept current and updated in the Contractor's systems as required for federal



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

**Exhibit A Amendment #3**

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reporting and other reporting requirements and as specified by the Department to ensure submitted data is current.

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

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

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

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

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

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

2.1.29.4.1. 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.

2.1.29.4.2. 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.

2.1.29.4.3. 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.

2.1.29.5. 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

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

**Exhibit A Amendment #3**

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.

**2.1.30. Staffing**

- 2.1.30.1. 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.
- 2.1.30.2. 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.
- 2.1.30.3. The Contractor shall ensure all staff participate in all HBSP trainings conducted by either NHHFA or the Department.

**2.1.31. Reporting**

- 2.1.31.1. 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:
  - 2.1.31.1.1. The amount of funds expended and the balance of funds remaining for HBSP services.
  - 2.1.31.1.2. The last name, address, total rent, and HBSP voucher payment amount for each rental payment made.
  - 2.1.31.1.3. 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.
- 2.1.31.2. The Contractor shall notify the Department, in writing, each month of:
  - 2.1.31.2.1. The names of individuals who exited the program, the reason, and the date of exit.



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

**Exhibit A Amendment #3**

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- 2.1.31.2.2. The names of individuals who have passed away, and the date of their passing.
- 2.1.31.2.3. The date an individual signs a lease, including date of move-in.
- 2.1.31.2.4. Any other changes experienced by the individual including, but not limited to, address, permanent housing, and rental amounts.
- 2.1.31.3. 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:
  - 2.1.31.3.1. Barriers experienced by individuals waiting to occupy HBSP supported housing, including but not limited to:
    - 2.1.31.3.1.1. Transportation.
    - 2.1.31.3.1.2. Substance use disorder services.
    - 2.1.31.3.1.3. Access to mental health services;
    - 2.1.31.3.1.4. Access to medical healthcare.
    - 2.1.31.3.1.5. Unit safety.
    - 2.1.31.3.1.6. Permanent housing transition;
    - 2.1.31.3.1.7. Financial hardship.
    - 2.1.31.3.1.8. Barriers experienced by the Contractor.
  - 2.1.31.3.2. Resolutions of barriers experienced by the individual and the Contractor.
  - 2.1.31.3.3. Number of individuals who received an eviction notice due to their behaviors.
- 2.1.31.4. 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.

**2.1.32. Performance Measures**



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

**Exhibit A Amendment #3**

- 2.1.32.1. The Contractor shall consult and collaborate with the Department to develop appropriate performance measures, subject to Department approval.
- 2.1.32.2. The performance measures will be designated to evaluate:
  - 2.1.32.2.1. Percentage of individuals receiving housing services.
  - 2.1.32.2.2. Percentage of individuals housed within 90 days of approval to receive services.
  - 2.1.32.2.3. Percentage of individuals who remain in stable housing for one (1) year or longer, who include:
    - 2.1.32.2.3.1. Individuals who have experienced homelessness;
    - 2.1.32.2.3.2. Individuals who were at risk of homelessness due to eviction;
    - 2.1.32.2.3.3. Individuals who were incarcerated; and
    - 2.1.32.2.3.4. Individuals who were admitted to NHH.
  - 2.1.32.2.4. Percentage of complaints regarding HBSP services that are investigated and closed within 15 days of receipt of the complaint.
  - 2.1.32.2.5. Percentage of individuals receiving services who make a successful transition to permanent housing within 18 months of enrollment in HBSP.

**2.2. Supported Housing Bed Expansion**

- 2.2.1. The Contractor shall submit a final housing plan to stand up a minimum of six (6) new supported housing beds by April 2, 2022, including a detailed timeline and budget, to the Department for approval within fifteen (15) days from the effective date of Amendment #3.
- 2.2.2. The Contractor shall provide sufficient personnel to ensure the safety of clients, staff and the community, and provide the staffing plan to the Department within thirty (30) days from the effective date of Amendment #3.



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

**Exhibit A Amendment #3**

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- 2.2.3. The Contractor shall provide written policies and processes, as applicable, within ninety (90) days from the effective date of Amendment #3, that include, but are not limited to:
  - 2.2.3.1. Client contributions for clothing, food, and housing.
  - 2.2.3.2. Services to be provided, including specialty services.
  - 2.2.3.3. Priority populations to be served.
  - 2.2.3.4. Referrals and evaluations.
  - 2.2.3.5. Admissions, transfers, and discharges.
  - 2.2.3.6. Emergency response plan.
  - 2.2.3.7. Any other policy or process as requested by the Department.
- 2.2.4. The Contractor shall submit and meet quarterly with the Department, or as otherwise requested by the Department, to review quarterly programmatic reports, in a format agreed upon by the Contractor and the Department, with data elements that include, but are not limited to:
  - 2.2.4.1. Total number of vacant and occupied beds during the reported period.
  - 2.2.4.2. Total number of individuals referred, admitted and discharged during the reporting period.
  - 2.2.4.3. Programmatic offerings.

**Exhibit B-3 Budget  
Amendment #3**

**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 DBA Center for Life Management**

**Budget Request for: Housing Bridge Subsidy Program**

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

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	\$	70,120	\$	55,144	\$	14,976
2. Employee Benefits	\$	20,886	\$	16,543	\$	4,343
3. Consultants	\$	-	\$	-	\$	-
4. Equipment:	\$	-	\$	-	\$	-
Rental	\$	-	\$	-	\$	-
Repair and Maintenance	\$	-	\$	-	\$	-
Purchase/Depreciation	\$	1,000	\$	1,000	\$	-
5. Supplies:	\$	-	\$	-	\$	-
Educational	\$	-	\$	-	\$	-
Rehabilitation	\$	-	\$	-	\$	-
Household	\$	13,700	\$	-	\$	13,700
Medical	\$	-	\$	-	\$	-
Office	\$	300	\$	300	\$	-
6. Travel/ Transportation	\$	7,000	\$	4,500	\$	2,500
7. Occupancy	\$	450	\$	450	\$	-
8. Current Expenses	\$	-	\$	-	\$	-
Telephone/Communication	\$	3,300	\$	960	\$	2,340
Postage/Printing	\$	360	\$	360	\$	-
Subscriptions	\$	-	\$	-	\$	-
Audit and Legal	\$	2,950	\$	450	\$	2,500
Insurance	\$	8,900	\$	900	\$	8,000
Board Expenses	\$	-	\$	-	\$	-
Miscellaneous (Contingency)	\$	500	\$	500	\$	-
9. Software	\$	600	\$	600	\$	-
10. Marketing/Communications	\$	-	\$	-	\$	-
11. Staff Education and Training	\$	3,250	\$	750	\$	2,500
12. Subcontracts/Agreements	\$	-	\$	-	\$	-
13. Other (specific details mandatory):	\$	-	\$	-	\$	-
Criminal Record Checks	\$	1,000	\$	1,000	\$	-
Client Funds	\$	-	\$	-	\$	-
Rental Vouchers	\$	-	\$	-	\$	-
Advertising	\$	-	\$	-	\$	-
Utilities	\$	-	\$	-	\$	-
14. Admin/Indirect	\$	12,912	\$	10,015	\$	2,897
15. Fit Up One Time Cost	\$	172,482	\$	-	\$	172,482
<b>TOTAL</b>	\$	<b>319,710</b>	\$	<b>93,472</b>	\$	<b>226,238</b>

Indirect As A Percent of Direct

The Mental Health Center for Southern New Hampshire DBA Center for Life Management  
SS-2020-DBH-01-HOUSE-10-A03  
Exhibit B-3, Amendment #3  
Page 1 of 1

  
 Contractor Initials  
 Date 1/19/2022

Exhibit B-4 Budget  
Amendment #3

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 DBA Center for Life Management

Budget Request for: Housing Bridge Subsidy Program

Budget Period: SFY23 July 1, 2022 - June 30, 2023

Line Item	Total Program Cost		Housing Bridge Subsidy Program		Supported Housing Bed Expansion	
	Direct		Direct		Direct	
1. Total Salary/Wages	\$	85,095	\$	55,144	\$	29,951
2. Employee Benefits	\$	25,229	\$	16,543	\$	8,686
3. Consultants	\$	-	\$	-		
4. Equipment:	\$	-	\$	-		
Rental	\$	-	\$	-		
Repair and Maintenance	\$	-	\$	-		
Purchase/Depreciation	\$	1,000	\$	1,000		
5. Supplies:	\$	-	\$	-		
Educational	\$	-	\$	-		
Rehabilitation	\$	-	\$	-		
Household	\$	27,400	\$	-	\$	27,400
Medical	\$	-	\$	-		
Office	\$	300	\$	300		
6. Travel/ Transportation	\$	9,500	\$	4,500	\$	5,000
7. Occupancy	\$	450	\$	450		
8. Current Expenses	\$	-	\$	-		
Telephone/Communication	\$	5,640	\$	960	\$	4,680
Postage/Printing	\$	360	\$	360		
Subscriptions	\$	-	\$	-		
Audit and Legal	\$	5,450	\$	450	\$	5,000
Insurance	\$	16,900	\$	900	\$	16,000
Board Expenses	\$	-	\$	-		
Miscellaneous (Contingency)	\$	500	\$	500		
9. Software	\$	600	\$	600		
10. Marketing/Communications	\$	-	\$	-		
11. Staff Education and Training	\$	5,750	\$	750	\$	5,000
12. Subcontracts/Agreements	\$	-	\$	-		
13. Other (specific details mandatory):	\$	-	\$	-		
Criminal Record Checks	\$	1,000	\$	1,000		
Client Funds	\$	-	\$	-		
Rental Vouchers	\$	-	\$	-		
Advertising	\$	-	\$	-		
Utilities	\$	-	\$	-		
14. Admin/Indirect	\$	15,810	\$	10,015	\$	5,795
<b>TOTAL</b>	\$	<b>200,984</b>	\$	<b>93,472</b>	\$	<b>107,512</b>

Indirect As A Percent of Direct

# 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.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# 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 CENTER FOR LIFE MANAGEMENT is a New Hampshire Trade Name registered to transact business in New Hampshire on January 30, 2020. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 835849

Certificate Number: 0005362175



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.

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

### 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 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 January 19th, 2022, at which a quorum of the Directors/shareholders were present and voting. (Date)

VOTED: That Vic Topo, President/CEO (may list more than one person)  
(Name and Title of Contract Signatory)

is duly authorized on behalf of CLM Center for Life Management to enter into contracts or agreements with the State  
(Name of Corporation/ LLC)

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

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority 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: 1/19/2022

  
\_\_\_\_\_  
Signature of Elected Officer  
Name: Susan Davis  
Title: Secretary, Board of Directors  
CLM Center for Life Management

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
9/28/2021

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).

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123		FAX (A/C, No):
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> The Mental Health Center for Southern NH DBA CLM Center for Life Management 10 Tsienneto Rd Derry, NH 03038	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : Philadelphia Indemnity Insurance Co.		18058
	INSURER B : Granite State Healthcare & Human Svc WC		NONAIC
	INSURER C :		
	INSURER D :		
	INSURER E :		

**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 SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PKPK2330908	10/01/2021	10/01/2022	EACH OCCURRENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$250,000
						MED EXP (Any one person)	\$10,000
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
							\$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY		PHPK2330905	10/01/2021	10/01/2022	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000		PHUB786952	10/01/2021	10/01/2022	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) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20210000377	02/01/2021	02/01/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> 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		PKPK2330908	10/01/2021	10/01/2022	1,000,000 3,000,000	

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

<b>CERTIFICATE HOLDER</b>  State of NH Department of Health & Human Services 129 Pleasant St. Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>See Note</i>
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**Granite State Healthcare  
and Human Service Trust**

PO Box 4197  
Concord, NH 03302-4197

**Issue Date: Jan 20, 2022**

This certificate is issued as a matter of information only  
and confers no rights upon the certificate holder.

This certificate does not amend, extend or alter  
the coverage afforded by the policies below.

**Certificate Holder**

Diana Lachapelle  
The Mental Health Center for Southern N  
10 Tsienneto Road  
Derry, NH 03078

**Certificate of Insurance**

**Companies Affording Coverage**

**Company** Granite State HC&HS Trust  
**Letter A**

**Company** Midwest Employers Casualty Corp.  
**Letter B**

This policy is effective at 12:00 am on 01/01/2022, and will expire at 12:01 am on 01/01/2023.

This policy will automatically be renewed unless notified by either party by October 1st of any fund year.

**Coverages**

This is to certify that the Workers' Compensation and Employer's Liability Insurance has 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.

Type of Insurance/Carrier	Policy Number	Effective Date	Expiration Date	LIMITS
<b>A: Workers' Compensation &amp; Employer's Liability</b>				
Granite State HC&HS Trust	HCHS20220000530	01/01/2022	01/01/2023	E.L. Each Accident \$1,000,000
				E.L. Disease-Pol Limit \$1,000,000
				E.L. Disease-Each Emp \$1,000,000
<b>B: Excess Insurance</b>				
Midwest Employers Casualty Corp.	EWC009477	01/01/2022	01/01/2023	Workers' Compensation Statutory Employer's Liability \$1,000,000

**Description of Operations**

Officers Excluded

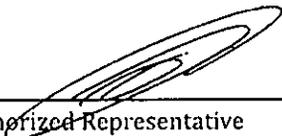
**Member**

Diana Lachapelle  
The Mental Health Center for Southern NH  
10 Tsienneto Road  
Derry, NH 03078

**Cancellation**

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.



  
Authorized Representative **Jan 20, 2022**  
Date



## **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, 2021 and 2020

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Years ended June 30, 2021 and 2020

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159 River Road  
Essex Jct., VT 05452  
T 802.879.1055  
F 802.876.5020

wwa-cpa.com

### Independent Auditor's Report

To the Board of Directors of  
The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management and 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, 2021 and 2020, 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, 2021 and 2020, 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 19-25 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 November 11, 2021, 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 2021, the organization adopted ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)*. Our opinion is not modified with respect to this matter.

*Wendy White of Assoc, LLC*

Essex Junction, Vermont  
Registration number VT092.0000684  
November 11, 2021

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, 2021 and 2020

	<u>2021</u>	<u>2020</u>
<b><u>ASSETS</u></b>		
Current assets:		
Cash and cash equivalents	\$ 6,583,475	\$ 3,980,700
Accounts receivable, net	477,737	848,651
Other receivables	226,806	193,213
Prepaid expenses	121,323	121,456
Security deposit	<u>11,087</u>	<u>11,087</u>
Total current assets	7,420,428	5,155,107
Property and equipment, net	<u>3,682,944</u>	<u>3,621,331</u>
Total assets	<u>\$ 11,103,372</u>	<u>\$ 8,776,438</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
Current liabilities:		
Current portion of long term debt	\$ 103,538	\$ 98,538
Accounts payable	100,008	47,019
Accrued payroll and payroll liabilities	201,904	641,109
Accrued vacation	472,798	383,284
Accrued expenses	190,415	41,576
Deferred revenue	<u>274,587</u>	<u>8,000</u>
Total current liabilities	1,343,250	1,219,526
Long term liabilities		
Interest rate swap agreement	100,265	163,783
PMPM reserve	483,543	210,687
Paycheck protection program note payable	2,212,100	2,212,100
Long term debt, less current portion	<u>2,013,109</u>	<u>2,116,679</u>
Total long term liabilities	4,809,017	4,703,249
Total liabilities	6,152,267	5,922,775
Net assets		
Without donor restrictions	4,825,908	2,802,763
With donor restrictions	<u>125,197</u>	<u>50,900</u>
Total net assets	4,951,105	2,853,663
Total liabilities and net assets	<u>\$ 11,103,372</u>	<u>\$ 8,776,438</u>

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  
Year ended June 30, 2021

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
<b><u>Public support and revenues:</u></b>			
<b>Public support:</b>			
Federal	\$ 868,764	\$ -	\$ 868,764
State of New Hampshire - BBH	828,490	-	828,490
State and local funding	36,600	-	36,600
Other public support	68,967	118,175	187,142
Total public support	1,802,821	118,175	1,920,996
<b>Revenues:</b>			
Program service fees, net	17,727,719	-	17,727,719
Other service income	245,722	-	245,722
Rental income	4,963	-	4,963
Other	419,873	-	419,873
Total revenues	18,398,277	-	18,398,277
Total public support and revenues	20,201,098	118,175	20,319,273
<b>Net assets released from restrictions:</b>			
Satisfaction of program restrictions	43,878	(43,878)	-
Total	20,244,976	74,297	20,319,273
<b><u>Operating expenses:</u></b>			
<b>BBH funded programs:</b>			
Children	5,427,719	-	5,427,719
Elders	552,287	-	552,287
Vocational	332,014	-	332,014
Multi-Service	4,197,913	-	4,197,913
Acute Care	1,289,002	-	1,289,002
Independent Living	2,973,494	-	2,973,494
Assertive Community Treatment	909,960	-	909,960
Non-Specialized Outpatient	490,110	-	490,110
Non-BBH funded program services	936,896	-	936,896
Total program expenses	17,109,395	-	17,109,395
Administrative expenses	1,175,953	-	1,175,953
Total expenses	18,285,348	-	18,285,348
Change in net assets from operations	1,959,628	74,297	2,033,925
<b><u>Non-operating expenses:</u></b>			
Fair value gain (loss) on interest rate swap	63,517	-	63,517
Change in net assets	2,023,145	74,297	2,097,442
Net assets, beginning of year	2,802,763	50,900	2,853,663
Net assets, end of year	<u>\$ 4,825,908</u>	<u>\$ 125,197</u>	<u>\$ 4,951,105</u>

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  
Year ended June 30, 2020

	Without Donor <u>Restrictions</u>	With Donor <u>Restrictions</u>	<u>Total</u>
<b><u>Public support and revenues:</u></b>			
Public support:			
Federal	\$ 1,143,039	\$ -	\$ 1,143,039
State of New Hampshire - BBH	380,896	-	380,896
State and local funding	44,102	-	44,102
Other public support	116,913	50,900	167,813
Total public support	1,684,950	50,900	1,735,850
Revenues:			
Program service fees, net	13,759,719	-	13,759,719
Other service income	584,033	-	584,033
Rental income	5,288	-	5,288
Other	228,025	-	228,025
Total revenues	14,577,065	-	14,577,065
Total public support and revenues	16,262,015	50,900	16,312,915
Net assets released from restrictions:			
Satisfaction of program restrictions	-	-	-
Total	16,262,015	50,900	16,312,915
<b><u>Operating expenses:</u></b>			
BBH funded programs:			
Children	5,269,747	-	5,269,747
Elders	580,123	-	580,123
Vocational	321,661	-	321,661
Multi-Service	3,148,577	-	3,148,577
Acute Care	1,183,032	-	1,183,032
Independent Living	2,688,824	-	2,688,824
Assertive Community Treatment	799,937	-	799,937
Non-Specialized Outpatient	986,629	-	986,629
Non-BBH funded program services	584,153	-	584,153
Total program expenses	15,562,683	-	15,562,683
Administrative expenses	1,027,869	-	1,027,869
Total expenses	16,590,552	-	16,590,552
Change in net assets from operations	(328,537)	50,900	(277,637)
<b><u>Non-operating expenses:</u></b>			
Fair value gain (loss) on interest rate swap	(105,753)	-	(105,753)
Change in net assets	(434,290)	50,900	(383,390)
Net assets, beginning of year	3,237,053	-	3,237,053
Net assets, end of year	<u>\$ 2,802,763</u>	<u>\$ 50,900</u>	<u>\$ 2,853,663</u>

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, 2021 and 2020

	<u>2021</u>			<u>2020</u>		
	<u>Program Services</u>	<u>Administrative</u>	<u>Total</u>	<u>Program Services</u>	<u>Administrative</u>	<u>Total</u>
Personnel costs:						
Salaries and wages	\$ 11,390,591	\$ 668,007	\$ 12,058,598	\$ 9,968,290	\$ 673,659	\$ 10,641,949
Employee benefits	2,322,455	96,707	2,419,162	2,258,081	105,781	2,363,862
Payroll taxes	759,060	45,487	804,547	667,575	45,825	713,400
Accounting/audit fees	66,278	387	66,665	55,169	4,365	59,534
Advertising	13,997	879	14,876	40,832	3,685	44,517
Conferences, conventions and meetings	43,081	5,724	48,805	17,705	10,694	28,399
Depreciation	211,932	38,576	250,508	208,693	16,692	225,385
Equipment maintenance	15,061	479	15,540	16,359	1,288	17,647
Equipment rental	41,545	1,011	42,556	43,820	2,661	46,481
Insurance	55,975	30,891	86,866	74,402	5,783	80,185
Interest expense	72,382	31,233	103,615	101,157	8,077	109,234
Legal fees	1,140	24,440	25,580	30,848	2,323	33,171
Membership dues	11,828	53,665	65,493	25,054	32,385	57,439
Occupancy expenses	1,245,469	31,901	1,277,370	1,145,274	9,002	1,154,276
Office expenses	280,820	44,316	325,136	235,196	22,695	257,891
Other expenses	9,083	30,584	39,667	28,586	11,862	40,448
Other professional fees	276,237	50,482	326,719	331,946	56,650	388,596
Program supplies	131,468	20,034	151,502	167,365	13,395	180,760
Travel	160,993	1,150	162,143	146,331	1,047	147,378
	<u>17,109,395</u>	<u>1,175,953</u>	<u>18,285,348</u>	<u>15,562,683</u>	<u>1,027,869</u>	<u>16,590,552</u>
Administrative allocation	<u>1,175,953</u>	<u>(1,175,953)</u>	<u>-</u>	<u>1,027,869</u>	<u>(1,027,869)</u>	<u>-</u>
Total expenses	<u>18,285,348</u>	<u>\$ -</u>	<u>\$ 18,285,348</u>	<u>\$ 16,590,552</u>	<u>\$ -</u>	<u>\$ 16,590,552</u>

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, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities:		
Increase (decrease) in net assets	\$ 2,097,442	\$ (383,390)
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:		
Depreciation	250,508	225,385
Amortization of loan origination fees included in interest expense	18,930	18,930
Gain on sale of assets	-	-
Fair value (gain) loss on interest rate swap	(63,518)	105,753
(Increase) decrease in:		
Accounts receivable, net	370,914	94,530
Other receivables	(33,593)	91,716
Prepaid expenses	133	(27,688)
Increase (decrease) in:		
Accounts payable and accrued expenses	(147,863)	242,530
Deferred revenue	266,587	(3,980)
PMPM reserve	<u>272,856</u>	<u>(14,313)</u>
Net cash provided by operating activities	<u>3,032,396</u>	<u>349,473</u>
Cash flows from investing activities:		
Purchases of property and equipment	<u>(312,121)</u>	<u>(131,248)</u>
Net cash (used) provided by investing activities	<u>(312,121)</u>	<u>(131,248)</u>
Cash flows from financing activities:		
Net principal payments on long term debt	(117,500)	(112,500)
Proceeds received from paycheck protection program	<u>-</u>	<u>2,212,100</u>
Net cash used in financing activities	<u>(117,500)</u>	<u>2,099,600</u>
Net increase (decrease) in cash and cash equivalents	2,602,775	2,317,825
Cash and cash equivalents, beginning of year	<u>3,980,700</u>	<u>1,662,875</u>
Cash and cash equivalents, end of year	<u>\$ 6,583,475</u>	<u>\$ 3,980,700</u>
<u>Supplemental cash flow disclosures:</u>		
Cash paid during the year for interest	<u>\$ 103,615</u>	<u>\$ 109,234</u>

See notes to financial statements

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2021 and 2020

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2021 and 2020

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, 2021 and 2020, the Organization had net assets without donor restrictions of \$4,825,908 and \$2,802,763, respectively and had net assets with donor restrictions of \$125,197 and \$50,900, 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 \$246,250 and \$207,758 as of June 30, 2021 and 2020, 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 \$250,508 and \$225,385 for the years ended June 30, 2021 and 2020, respectively.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2021 and 2020

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES  
Notes to Consolidated Financial Statements  
June 30, 2021 and 2020

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 12. The change in the fair value of the swap agreement and the payments to or receipts from the counterparty to the swap are netted with the interest expense on the bonds. Cash flows from interest rate swap contracts are classified as a financing activity on the statement of cash flows.

Income taxes

The Organization is a non-profit organization exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Organization has also been classified as an entity that is not a private foundation within the meaning of 509(a) and qualifies for deductible contributions.

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.

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
D/B/A CLM CENTER FOR LIFE MANAGEMENT AND AFFILIATES

Notes to Consolidated Financial Statements  
June 30, 2021 and 2020

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 2018 through 2020 are subject to examination by the IRS, generally for three years after filing.

New Accounting Pronouncement

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers (Topic 606)* primarily to eliminate inconsistencies in current revenue recognition standards and practices across different industries, including nonprofit organizations. The core principle of ASU 2014-09 is based on the contract (written, oral, or implied) between a vendor and a customer for the provision of goods or services (with certain contracts excluded). Revenue will be recognized by the vendor when control over the goods or services is transferred to the customer. The ASU has been applied retrospectively to all periods presented and no significant adjustments were required.

Subsequent events

The Organization has evaluated all subsequent events through November 11, 2021, the date the financial statements were available to be issued.

Note 3. Accounts receivable, net

Accounts receivable consist of the following at June 30,:

	<u>2021</u>			<u>2020</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
<u>Accounts receivable</u>						
Clients	\$ 224,925	\$ (156,103)	\$ 68,822	\$ 217,938	\$ (149,684)	\$ 68,254
Insurance companies	209,422	(13,100)	196,322	167,288	(6,511)	160,777
Medicaid	206,597	(73,213)	133,384	546,959	(43,602)	503,357
Medicare	<u>83,043</u>	<u>(3,834)</u>	<u>79,209</u>	<u>124,224</u>	<u>(7,961)</u>	<u>116,263</u>
	<u>\$ 723,987</u>	<u>\$ (246,250)</u>	<u>\$ 477,737</u>	<u>\$ 1,056,409</u>	<u>\$ (207,758)</u>	<u>\$ 848,651</u>

	<u>2021</u>	<u>2020</u>
<u>Other receivables</u>		
Towns	\$ 32,500	\$ 32,500
NH Division of Mental Health	173,978	157,555
Contractual services	<u>20,328</u>	<u>3,158</u>
	<u>\$ 226,806</u>	<u>\$ 193,213</u>

Note 4. Prepays

Prepays consists of the following at June 30:

	<u>2021</u>	<u>2020</u>
Prepaid insurance	\$ 42,898	\$ 47,145
Prepaid rents	<u>78,425</u>	<u>74,311</u>
	<u>\$ 121,323</u>	<u>\$ 121,456</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Notes to Consolidated Financial Statements  
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Note 5. Concentrations of credit risk

Financial instruments that potentially subject the Organization to concentrations of credit risk consist of the following:

	<u>2021</u>	<u>2020</u>
Receivables primarily for services provided to individuals and entities located in southern New Hampshire	\$ <u>477,737</u>	\$ <u>848,651</u>
Other receivables due from entities located in New Hampshire	\$ <u>226,806</u>	\$ <u>193,213</u>

Bank balances are insured by the Federal Deposit Insurance Corporation ("FDIC") for up to the prevailing FDIC limit. At June 30, 2021 and 2020, the Organization had approximately \$6,113,000 and \$3,537,000 in uninsured cash balances.

Note 6. Property and equipment

Property and equipment consists of the following at June 30:

	<u>2021</u>	<u>2020</u>
Land	\$ 565,000	\$ 565,000
Buildings and improvements	4,082,773	4,065,775
Automobiles	18,800	18,800
Equipment	1,810,791	1,602,233
Construction in process	<u>1,831</u>	<u>-</u>
	6,479,195	6,251,808
Less: accumulated depreciation	<u>(2,796,251)</u>	<u>(2,630,477)</u>
Property and equipment, net	\$ <u>3,682,944</u>	\$ <u>3,621,331</u>

Note 7. Long term debt

Long term debt consists of the following as of June 30,:

	<u>2021</u>	<u>2020</u>
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 1.73178% and 1.79538% at June 30, 2021 and 2020, 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.	2,417,730	2,535,230
Less: unamortized finance costs	<u>(301,083)</u>	<u>(320,013)</u>
Long term debt, less unamortized finance costs	2,116,647	2,205,217
Less: current portion of long term debt	<u>(103,538)</u>	<u>(98,538)</u>
Long term debt, less current portion	\$ <u>2,013,109</u>	\$ <u>2,116,679</u>

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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, 2021 and 2020, respectively.

Future maturities to long term debt are as follows:

<u>Year ending June 30,</u>	<u>Long Term Debt Principal</u>	<u>Unamortized Finance Costs</u>	<u>Net</u>
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
2026	142,500	(18,962)	123,538
Thereafter	<u>1,755,230</u>	<u>(206,273)</u>	<u>1,548,957</u>
Total	<u>\$ 2,417,730</u>	<u>\$ (301,083)</u>	<u>\$ 2,116,647</u>

Note 8. Net assets with donor restrictions

Net assets with donor restrictions were restricted as to the following areas of support as follows at June 30,:

	<u>2021</u>	<u>2020</u>
Space plan analysis for Derry location	\$ 10,000	\$ 10,000
Technology	-	10,900
Housing support	24,165	30,000
Quimby Housing Program Initiatives	20,000	-
Access to Care Initiatives	27,751	-
Homeless Efforts	13,606	-
Charitable	16,287	-
Miscellaneous	<u>13,388</u>	<u>-</u>
	<u>\$ 125,197</u>	<u>\$ 50,900</u>

Note 9. Deferred revenue

Deferred revenue consists of the following at June 30,:

	<u>2021</u>	<u>2020</u>
Town funds received	\$ -	\$ 8,000
Provider relief funds	<u>274,587</u>	<u>-</u>
	<u>\$ 274,587</u>	<u>\$ 8,000</u>

During the year ending June 30, 2021, the Organization received \$274,587 in Provider Relief Funds ("PRF") from the U.S. Department of Health and Human Services ("HHS"). The CARES Act created the Provider Relief Fund to reimburse eligible healthcare providers for healthcare-related expenses and lost revenues attributable to COVID-19.

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June 30, 2021 and 2020

Note 9. Deferred revenue (continued)

In accordance with Generally Accepted Accounting Principles, the Organization reports the PRF funding under *ASC 958-60, Not-for-Profit Entities – Revenue Recognition*. Under the guidance, the PRF funds would be accounted for as conditional grants which reports funding as a refundable advance, until the conditions have been substantially met or explicitly waived by the grantor.

As part of the PRF program, recoupment of the funding received is possible should the funding be spent on expenditures not allowable under the program.

Because entitlement to the payments is conditioned upon having incurred health care-related expenses or lost revenues that are attributable to COVID-19 (that is, a barrier to entitlement), and because noncompliance with the terms and conditions is grounds for recoupment by HHS of some or all of the payments (that is, a right of return), the payments are considered deferred revenue until such point that the conditions have been substantially met or explicitly waived by HHS, which had not occurred as of June 30, 2021.

Note 10. Paycheck protection program

On April 17, 2020, the Organization received \$2,212,100 in loan proceeds under the Paycheck Protection Program (“PPP”). The PPP, established as part of the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”), provides loans to qualifying businesses for amounts up to 2.5 times of the average monthly payroll expenses of the qualifying business.

The 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 was notified during August 2021 that the loan was forgiven in its entirety. As such, the Organization has no requirement to repay the funds and in accordance with Generally Accepted Accounting Principles, the entire amount will be reported as debt forgiveness income in the period it was forgiven.

Note 11. Line of credit

As of June 30, 202 and 2020, 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, 2022. Interest accrued on the outstanding principal balance is payable monthly at the Wall Street Journal Prime plus .50% (an effective rate of 3.75% at June 30, 2021 and 2020). The outstanding balance on the line at June 30, 2021 and 2020 was \$0. respectively. The line of credit is secured by all business assets and real estate.

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Note 12. 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 \$2,417,730 and \$2,535,230 at June 30, 2021 and 2020, 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, 2021 and 2020, the Organization reported an interest rate swap liability of \$100,265 and \$163,783 on the statement of financial position and a fair value gain / (loss) on the interest rate swap of \$63,517 and (\$105,753) on the statement of activities, respectively. The fair value gain / (loss) is reported as a non-operating expense of the Organization and is a non-cash transaction.

Note 13. Employee benefit plan

Discretionary matching contributions to a tax-deferred annuity plan qualified under Section 403(b) of the Internal Revenue Code are contingent upon financial condition. This program covers eligible regular full-time and part-time employees who have successfully completed at least one year of employment and work at least 20 hours per week. Eligible employees may make contributions to the plan up to the maximum amount allowed by the Internal Revenue Code if they wish. Employer contributions totaled \$152,590 and \$120,073 for the years ended June 30, 2021 and 2020, respectively.

Note 14. Concentrations

For the years ended June 30, 2021 and 2020, the Organization received approximately 74% and 73%, respectively, of its total revenue in the form of Medicaid reimbursements. Being a State of New Hampshire designated Community Mental Health Center affords the Organization Medicaid provider status. Annual contracting with New Hampshire Department of Health and Human Services-Bureau of Behavioral Health provides a base allocation of state general funds and Federal funding, which are drawn as related expenses are incurred.

Note 15. Lease commitments

The Organization leases facilities and multiple copier agreements under various operating leases. Rent expense recorded under these arrangements was approximately \$216,600 and \$212,500 for the years ended June 30, 2021 and 2020, respectively.

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Notes to Consolidated Financial Statements  
June 30, 2021 and 2020

Note 15. Lease commitments (continued)

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:

<u>Years ending June 30,</u>	
2022	\$ 215,325
2023	219,539
2024	223,753
2025	<u>54,185</u>
Total	<u>\$ 712,802</u>

Note 16. Availability and liquidity

The following represents the Organization's financial assets at June 30,:

	<u>2021</u>	<u>2020</u>
<u>Financial assets at year end:</u>		
Cash and cash equivalents	\$6,583,475	\$3,980,700
Accounts receivable	477,737	848,651
Other receivable	226,806	193,213
Security deposit	<u>11,087</u>	<u>11,087</u>
Total financial assets	7,299,105	5,033,651
 <u>Less amounts not available within one year:</u>		
Security deposit	<u>(11,087)</u>	<u>(11,087)</u>
 Financial assets available to meet general Expenditures over the next twelve months	 <u>\$7,288,018</u>	 <u>\$5,022,564</u>

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds.

For purposes of analyzing resources available to meet general expenditures over a 12-month period, the Organization considers all expenditures related to its ongoing mission-related activities, as well as the conduct of service undertaken to support those activities, to be general expenditures.

The Organization's primary source of liquidity is its cash and cash equivalents.

In addition to financial assets available to meet general expenditures within one year, the Organization operates with a budget and anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources.

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June 30, 2021 and 2020

Note 17. COVID-19

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 Association. As of the date of this report, the related financial impact and duration cannot be reasonably estimated at this time.

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, 2021

	Center for Life Management	CLM Foundation	Total	Eliminations	Consolidated
<b><u>ASSETS</u></b>					
Current assets:					
Cash and cash equivalents	\$ 6,313,446	\$ 270,029	\$ 6,583,475	\$ -	\$ 6,583,475
Accounts receivable, net	477,737	-	477,737	-	477,737
Other receivables	226,806	-	226,806	-	226,806
Prepaid expenses	121,323	-	121,323	-	121,323
Security deposit	11,087	-	11,087	-	11,087
Total current assets	<u>7,150,399</u>	<u>270,029</u>	<u>7,420,428</u>	<u>-</u>	<u>7,420,428</u>
Property and equipment, net	3,682,944	-	3,682,944	-	3,682,944
Total assets	<u>\$ 10,833,343</u>	<u>\$ 270,029</u>	<u>\$ 11,103,372</u>	<u>\$ -</u>	<u>\$ 11,103,372</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>					
Current liabilities:					
Current portion of long-term debt	\$ 103,538	\$ -	\$ 103,538	\$ -	\$ 103,538
Accounts payable	100,008	-	100,008	-	100,008
Accrued payroll and payroll liabilities	201,904	-	201,904	-	201,904
Accrued vacation	472,798	-	472,798	-	472,798
Accrued expenses	190,415	-	190,415	-	190,415
Deferred revenue	274,587	-	274,587	-	274,587
Total current liabilities	<u>1,343,250</u>	<u>-</u>	<u>1,343,250</u>	<u>-</u>	<u>1,343,250</u>
Long term liabilities:					
Interest rate swap agreement	100,265	-	100,265	-	100,265
PMPM reserve	483,543	-	483,543	-	483,543
Paycheck protection program note payable	2,212,100	-	2,212,100	-	2,212,100
Long-term-debt less current portion	2,013,109	-	2,013,109	-	2,013,109
Total long term liabilities	<u>4,809,017</u>	<u>-</u>	<u>4,809,017</u>	<u>-</u>	<u>4,809,017</u>
Total liabilities	<u>6,152,267</u>	<u>-</u>	<u>6,152,267</u>	<u>-</u>	<u>6,152,267</u>
Net assets:					
Without donor restrictions	4,681,076	144,832	4,825,908	-	4,825,908
With donor restrictions	-	125,197	125,197	-	125,197
Total net assets	<u>4,681,076</u>	<u>270,029</u>	<u>4,951,105</u>	<u>-</u>	<u>4,951,105</u>
Total liabilities and net assets	<u>\$ 10,833,343</u>	<u>\$ 270,029</u>	<u>\$ 11,103,372</u>	<u>\$ -</u>	<u>\$ 11,103,372</u>

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

	<u>Center for Life Management</u>	<u>CLM Foundation</u>	<u>Total</u>	<u>Eliminations</u>	<u>Consolidated</u>
<b><u>ASSETS</u></b>					
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	<u>4,958,559</u>	<u>196,548</u>	<u>5,155,107</u>	<u>-</u>	<u>5,155,107</u>
Property and equipment, net	<u>3,621,331</u>	<u>-</u>	<u>3,621,331</u>	<u>-</u>	<u>3,621,331</u>
Total assets	<u>\$ 8,579,890</u>	<u>\$ 196,548</u>	<u>\$ 8,776,438</u>	<u>\$ -</u>	<u>\$ 8,776,438</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>					
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	<u>1,219,526</u>	<u>-</u>	<u>1,219,526</u>	<u>-</u>	<u>1,219,526</u>
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	<u>2,116,679</u>	<u>-</u>	<u>2,116,679</u>	<u>-</u>	<u>2,116,679</u>
Total long term liabilities	<u>4,703,249</u>	<u>-</u>	<u>4,539,466</u>	<u>-</u>	<u>4,539,466</u>
Total liabilities	<u>5,922,775</u>	<u>-</u>	<u>5,922,775</u>	<u>-</u>	<u>5,922,775</u>
Net assets:					
Without donor restrictions	2,657,115	145,648	2,802,763	-	2,802,763
With donor restrictions	<u>-</u>	<u>50,900</u>	<u>50,900</u>	<u>-</u>	<u>50,900</u>
Total net assets	<u>2,657,115</u>	<u>196,548</u>	<u>2,853,663</u>	<u>-</u>	<u>2,853,663</u>
Total liabilities and net assets	<u>\$ 8,579,890</u>	<u>\$ 196,548</u>	<u>\$ 8,776,438</u>	<u>\$ -</u>	<u>\$ 8,776,438</u>

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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Consolidating Statement of Activities  
For the Year Ended June 30, 2021

	Center for Life Management	CLM Foundation		Total	Total	Eliminations	Consolidated
		Without Donor Restrictions	With Donor Restrictions				
<b>Public support and revenues:</b>							
Public support:							
Federal	\$ 868,764	\$ -	\$ -	\$ -	\$ 868,764	\$ -	\$ 868,764
State of New Hampshire - BBH	828,490	-	-	-	828,490	-	828,490
State and local funding	36,600	-	-	-	36,600	-	36,600
Other public support	27,699	41,268	118,175	159,443	187,142	-	187,142
Total public support	1,761,553	41,268	118,175	159,443	1,920,996	-	1,920,996
Revenues:							
Program service fees, net	17,727,719	-	-	-	17,727,719	-	17,727,719
Other service income	245,722	-	-	-	245,722	-	245,722
Rental income	4,963	-	-	-	4,963	-	4,963
Other	491,160	-	-	-	491,160	(71,287)	419,873
Total revenues	18,469,564	-	-	-	18,469,564	(71,287)	18,398,277
Total public support and revenues	20,231,117	41,268	118,175	159,443	20,390,560	(71,287)	20,319,273
Net assets released from restrictions:							
Satisfaction of program restrictions	-	43,878	(43,878)	-	-	-	-
Total	20,231,117	85,146	74,297	159,443	20,390,560	(71,287)	20,319,273
<b>Operating expenses:</b>							
BBH funded programs:							
Children	5,427,719	-	-	-	5,427,719	-	5,427,719
Elders	552,287	-	-	-	552,287	-	552,287
Vocational	332,014	-	-	-	332,014	-	332,014
Multi-Service	4,197,913	-	-	-	4,197,913	-	4,197,913
Acute Care	1,289,002	-	-	-	1,289,002	-	1,289,002
Independent Living	2,973,494	-	-	-	2,973,494	-	2,973,494
Assertive Community Treatment	909,960	-	-	-	909,960	-	909,960
Non-Specialized Outpatient	490,110	-	-	-	490,110	-	490,110
Non-BBH funded program services	922,221	14,675	-	14,675	936,896	-	936,896
Contributions	-	71,287	-	71,287	71,287	(71,287)	-
Total program expenses	17,094,720	85,962	-	85,962	17,180,682	(71,287)	17,109,395
Administrative expenses	1,175,953	-	-	-	1,175,953	-	1,175,953
Total expenses	18,270,673	85,962	-	85,962	18,356,635	(71,287)	18,285,348
Change in net assets from operations	1,960,444	(816)	74,297	73,481	2,033,925	-	2,033,925
<b>Non-operating expenses:</b>							
Fair value gain on interest rate swap	63,517	-	-	-	63,517	-	63,517
Change in net assets	2,023,961	(816)	74,297	73,481	2,097,442	-	2,097,442
Net assets, beginning of year	2,657,115	145,648	50,900	196,548	2,853,663	-	2,853,663
Net assets, end of year	\$ 4,681,076	\$ 144,832	\$ 125,197	\$ 270,029	\$ 4,951,105	\$ -	\$ 4,951,105

See Independent Auditor's Report

THE MENTAL HEALTH CENTER FOR SOUTHERN NEW HAMPSHIRE  
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	Center for Life Management	CLM Foundation		Total	Total	Eliminations	Consolidated
		Without Donor Restrictions	With Donor Restrictions				
<b>Public support and revenues:</b>							
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
<b>Operating expenses:</b>							
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	6,456	-	6,456	584,153	-	584,153
Contributions	-	115,322	-	115,322	115,322	(115,322)	-
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)
<b>Non-operating expenses:</b>							
Fair value gain (loss) 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

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, 2021

	Accounts Receivable Beginning of Year	Gross Fees	Contractual Allowances and Other Discounts Given	Cash Receipts	Change in Allowance	Accounts Receivable End of Year
Clients	\$ 217,938	\$ 899,089	\$ (679,650)	\$ (212,452)	\$ -	\$ 224,925
Insurance companies	167,288	2,750,472	(802,302)	(1,906,036)	-	209,422
Medicaid	546,959	15,946,027	(976,172)	(15,310,217)	-	206,597
Medicare	124,224	784,810	(194,555)	(631,436)	-	83,043
Allowance	(207,758)	-	-	-	(38,492)	(246,250)
Total	<u>\$ 848,651</u>	<u>\$ 20,380,398</u>	<u>\$ (2,652,679)</u>	<u>\$ (18,060,141)</u>	<u>\$ (38,492)</u>	<u>\$ 477,737</u>

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, 2021

	<u>Children</u>	<u>Elders</u>	<u>Vocational</u>	<u>Multi-Service</u>	<u>Acute Care</u>	<u>Independent Living</u>	<u>Assertive Community Treatment</u>	<u>Non-Specialized Outpatient</u>	<u>Other Non-BBH</u>	<u>Total Program Services</u>	<u>Administrative</u>	<u>Total Agency</u>
<u>Public support and revenues:</u>												
Public support:												
Federal	\$ 1,625	\$ -	\$ -	\$ -	\$ -	\$ 865,514	\$ -	\$ 1,625	\$ -	\$ 868,764	\$ -	\$ 868,764
State of New Hampshire - BBH	127,867	-	-	31,061	133,138	209,696	225,000	6,675	95,053	828,490	-	828,490
State and local funding	-	-	-	-	36,600	-	-	-	-	36,600	-	36,600
Other public support	2,660	249	166	1,496	499	5,877	416	826	166	12,355	15,344	27,699
Total public support	132,152	249	166	32,557	170,237	1,081,087	225,416	9,126	95,219	1,746,209	15,344	1,761,553
Revenues:												
Program service fees, net	7,658,435	1,013,228	279,668	4,756,173	943,176	1,573,243	555,854	176,482	771,460	17,727,719	-	17,727,719
Other service income	66,709	41,318	-	-	-	55	-	44,733	91,231	244,046	1,676	245,722
Rental income	914	-	-	1,474	837	837	-	901	-	4,963	-	4,963
Other	139,290	7,507	14,306	130,307	27,063	98,907	29,127	10,917	11,052	468,476	22,684	491,160
Total revenues	7,865,348	1,062,053	293,974	4,887,954	971,076	1,673,042	584,981	233,033	873,743	18,445,204	24,360	18,469,564
Total public support and revenues	7,997,500	1,062,302	294,140	4,920,511	1,141,313	2,754,129	810,397	242,159	968,962	20,191,413	39,704	20,231,117
Total expenses	5,804,656	590,024	354,750	4,485,415	1,377,277	3,177,266	972,285	523,580	985,420	18,270,673	-	18,270,673
Change in net assets from operations	2,192,844	472,278	(60,610)	435,096	(235,964)	(423,137)	(161,888)	(281,421)	(16,458)	1,920,740	39,704	1,960,444
<u>Non-operating expenses:</u>												
Fair value gain on interest rate swap	23,446	2,922	1,061	12,703	3,817	7,146	2,712	2,699	2,254	58,760	4,757	63,517
Change in net assets	\$ 2,216,290	\$ 475,200	\$ (59,549)	\$ 447,799	\$ (232,147)	\$ (415,991)	\$ (159,176)	\$ (278,722)	\$ (14,204)	\$ 1,979,500	\$ 44,461	\$ 2,023,961

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, 2021

	<u>Children</u>	<u>Elders</u>	<u>Vocational</u>	<u>Multi- Service</u>	<u>Acute Care</u>	<u>Independent Living</u>	<u>Assertive Community Treatment</u>	<u>Non- Specialized Outpatient</u>	<u>Other Non-BBH</u>	<u>Total Program Services</u>	<u>Admin- istrative</u>	<u>Total Agency</u>
Personnel costs:												
Salaries and wages	\$ 3,801,073	\$ 416,290	\$ 223,839	\$ 3,110,403	\$ 942,307	\$ 1,346,177	\$ 612,795	\$ 353,341	\$ 584,366	\$ 11,390,591	\$ 668,007	\$ 12,058,598
Employee benefits	730,904	70,244	65,456	566,645	183,369	374,321	159,333	33,305	138,878	2,322,455	96,707	2,419,162
Payroll taxes	260,978	28,465	11,761	206,932	59,749	84,033	41,029	26,827	39,286	759,060	45,487	804,547
Accounting/audit fees	24,039	2,397	988	18,511	3,837	8,790	3,111	1,062	2,755	65,490	387	65,877
Advertising	5,023	491	233	3,714	1,431	1,264	631	662	472	13,921	879	14,800
Conferences, conventions and meetings	17,952	232	167	10,746	4,852	4,048	600	533	3,951	43,081	5,724	48,805
Depreciation	77,660	6,139	3,831	45,831	21,316	25,597	10,145	12,526	8,887	211,932	38,576	250,508
Equipment maintenance	5,392	448	326	3,612	1,223	2,002	817	477	764	15,061	479	15,540
Equipment rental	17,178	1,302	688	8,096	2,809	4,223	2,019	1,657	3,573	41,545	1,011	42,556
Insurance	18,997	1,761	662	13,056	5,715	4,697	5,279	4,410	1,398	55,975	30,891	86,866
Interest expense	27,446	2,019	929	13,074	9,336	7,476	2,803	7,175	2,124	72,382	31,233	103,615
Legal fees	-	-	-	-	-	-	1,140	-	-	1,140	24,440	25,580
Membership dues	2,255	163	77	1,896	499	1,784	942	442	3,770	11,828	53,665	65,493
Occupancy expenses	164,359	3,107	1,026	26,184	10,265	964,807	13,037	18,743	43,941	1,245,469	31,901	1,277,370
Office expenses	102,951	7,205	5,043	63,582	16,956	32,272	23,160	11,748	17,903	280,820	44,316	325,136
Other expenses	1,007	18	62	1,063	438	1,959	285	133	62	5,027	30,584	35,611
Other professional fees	93,061	7,474	5,316	68,485	19,964	32,639	13,473	8,009	18,061	266,482	50,482	316,964
Program supplies	33,557	1,455	1,412	21,385	4,579	8,358	3,639	7,235	49,848	131,468	20,034	151,502
Travel	43,887	3,077	10,198	14,698	357	69,047	15,722	1,825	2,182	160,993	1,150	162,143
	<u>5,427,719</u>	<u>552,287</u>	<u>332,014</u>	<u>4,197,913</u>	<u>1,289,002</u>	<u>2,973,494</u>	<u>909,960</u>	<u>490,110</u>	<u>922,221</u>	<u>17,094,720</u>	<u>1,175,953</u>	<u>18,270,673</u>
Administrative allocation	376,937	37,737	22,736	287,502	88,275	203,772	62,325	33,470	63,199	1,175,953	(1,175,953)	-
Total program expenses	<u>\$ 5,804,656</u>	<u>\$ 590,024</u>	<u>\$ 354,750</u>	<u>\$ 4,485,415</u>	<u>\$ 1,377,277</u>	<u>\$ 3,177,266</u>	<u>\$ 972,285</u>	<u>\$ 523,580</u>	<u>\$ 985,420</u>	<u>\$ 18,270,673</u>	<u>\$ -</u>	<u>\$ 18,270,673</u>

**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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## VICTOR TOPO

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### President/Chief Executive Officer

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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

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### Professional Experience

**Center for Life Management – Derry, NH**  
**President/Chief Executive Officer**

**1999 – Present**

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**  
**Chief Executive Officer/Executive Director**

**1988 - 1999**

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.

**VICTOR TOPO**

-Page 2-

**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.

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**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**

## DIANA LACHAPELLE, CPA

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

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### PROFESSIONAL EXPERIENCE

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#### VICE PRESIDENT – CHIEF FINANCIAL OFFICER

The Mental Health Center for Southern New Hampshire d.b.a. Center for Life Management, Derry, NH March 2020 to present

Provide leadership and direction in the areas of finance, revenue cycle and cash management. Develop, implement and evaluate strategic plans to improve operating performance.

#### CHIEF EXECUTIVE OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH February 2018 to February 2020

Leader of this for profit, 50-bed, acute care rehabilitation hospital and outpatient treatment center reporting directly to the Regional President. Hospital is part of a publicly traded healthcare system comprised of 133 inpatient rehabilitation hospitals, 245 home health agencies and 82 hospice locations.

#### Key contributions and results:

- Strategic leadership to achieve discharge growth of 15% year over year for two consecutive years in an industry where 3% growth is the norm.
- Financial leadership to realize EBITDA growth year over year of 24% and 19% for 2018 and 2019, respectively.
- Organizational and change management to improve employee engagement results by 16 basis points.
- Process improvement leadership to improve patient outcomes and satisfaction.

#### CONTROLLER/CHIEF FINANCIAL OFFICER

Encompass Health Rehabilitation Hospital (formerly HealthSouth), Concord, NH January 2012 to January 2018

Responsible for all financial aspects of the hospital including the development of the annual operating plan, monthly analysis of results and execution of corrective actions as needed to ensure achievement of planned results. Chief liaison between corporate finance and the hospital.

Key contributions and results:

- Implemented cost reduction initiatives to improve profitability by 7%.
- Restructured outpatient operation to create a viable business unit, improving net income by 34%.
- Developed and executed a labor management plan to improve operational efficiency and reduce full time equivalents by 7%.
- Preceptor for newly hired Controllers.

**CPA SERVICES**

**Diana C. Lachapelle, CPA, Bedford, NH 2003-2011**

Provided accounting leadership and business solutions to clients including cash management, forecasting, budgeting, financial statement preparation, tax preparation, and development of internal controls.

**DIRECTOR OF WORLDWIDE FOOTWEAR COST & FINANCIAL PLANNING**

**Timberland Corporation, Stratham, NH 1996-1999**

- Responsible for all financial aspects of this \$550 million manufacturing and sourcing operation including accounting, forecasting, budgeting, reporting, product costing and audit.
- Partnered with the VP of Operations to achieve key cost reductions, as well as, improved reliability and quality resulting in actual performance exceeding budget by \$6.9 million.

**FINANCIAL MANAGER, CONSUMER PRODUCTS GROUP**

**Nashua Corporation, Nashua, NH 1993-1996**

**AUDITOR**

**Ernst & Young, Manchester, NH 1989-1992**

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**EDUCATION & CERTIFICATION**

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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

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**SYSTEM EXPERIENCE**

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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

# Steve Arnault

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**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](http://HealthcareSystemsAlign.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](http://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 Portsmouth Regional Hospital 1/2006 - 12/2009  
Services Portsmouth, NH

- Responsible for clinical, administrative and fiscal management of service line which includes 22 bed inpatient psychiatric unit, Psychiatric Assessment and Referral Service and interdepartmental service. Supervision of an Assistant Director and Coordinator, Responsible for 85 staff. Oversee the integration of behavioral health into primary care. Manage annual budget of 10.5 million dollars.
- Chair Directors Operations Meeting. Coordinate monthly meeting of hospital departmental directors.
- Co-chair of Patient Flow Committee. Analysis and development of data systems to monitor patient throughput. Develop and implement strategies to improve the efficiency of care.

## Steve Arnault

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Assistant Director of Behavioral Health Services      Portsmouth Regional Hospital  
Portsmouth, NH      4/2005 – 1/2008

- 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 managers 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.

# 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      9/1994 - Present  
[www.nec.edu](http://www.nec.edu)

- 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.

**KENNETH M. BROWN, M.D.,M.P.H.**

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**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

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**EMPLOYMENT**

- 2000-Present Medical Director  
Hampstead Hospital  
Hampstead, New Hampshire
- 1996-2000 Chief, Child and Adolescent Psychiatrist  
Hampstead Hospital  
Hampstead, New Hampshire

**EMPLOYMENT (cont.)**

- 1996-Present Solo Private Practice (Inpatient and Outpatient)  
Child, Adolescent and Adult Psychotherapy and Psychopharmacology  
Hampstead Hospital  
218 East Road  
Hampstead, New Hampshire
- 1997-2000 Child and Adolescent Psychiatrist  
Center for Life Management  
Community Mental Health Center  
Derry, New Hampshire
- 1991-1994 Court Appointed Expert Witness  
Court Appointed Designated Examiner  
Charleston County Court
- 1993-1994 Treating Psychiatrist  
South Carolina Department of Mental Health  
Dual Diagnoses Community Mental Health Clinic  
Charleston, South Carolina

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**ACADEMIC AFFILIATIONS**

- 1999-Present Adjunct Professor in Clinical Research  
Dartmouth University  
Hanover, New Hampshire

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**RESEARCH**

- 2001-2003 Sub-investigator  
Access Clinical Trials

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-  
Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release  
Carbamazepine in Patients with Bipolar Disorder.  
Shire Laboratories

A Three- Week, Multicenter, Randomized, Double-Blind, Placebo-  
Controlled, Parallel-Group Safety and Efficacy Study of Extended-Release  
Carbamazepine in Lithium Failure Patients with Bipolar Disorder.  
Shire Laboratories

A Double-Blind, Parallel Study of the Safety, Tolerability and Preliminary  
Efficacy of Flutamide Compared to Placebo in Patients with Anorexia  
Nervosa  
Vela Pharmaceuticals Inc.

**RESEARCH (cont.)**

A Phase III, Randomized, Double-Blind, Placebo-Controlled Study of Safety and Efficacy of C-1073 (Mifepristone) in Patients with Major Depressive Disorder with Psychotic Features Who are not Receiving Antidepressants or Antipsychotics.  
Corcept Therapeutics, Inc.

Olanzapine Versus Ziprasidone in the Treatment of Schizophrenia  
Eli Lilly and Company

A Multicenter, Randomized, Double-Blind, Study of Aripiprazole Versus Placebo in the Treatment of Acutely Manic Patients with Bipolar Disorder.  
Bristol-Myers Squibb Pharmaceutical Research Institute

**PUBLICATIONS and POSTER PRESENTATIONS**

Bupropion Sustained Release in Adolescents With Comorbid Attention-Deficit/ Hyperactivity Disorder and Depression  
Daviss, Bentivoglio, Racusin, Brown, et al,  
J. Am. Acad. Child Adolescent Psychiatry, 40:3, March 2001

A Retrospective Study of Citalopram in Adolescents with Depression  
Bostic J.Q., Prince J., Brown K., Place S.  
Journal of Child and Adolescent Psychopharmacology 2001; 11; 159-166.

Citalopram for the Treatment of Adolescent Anxiety Disorders: A Pilot Study.  
Prince J., Bostic J.Q., Monuteaux M., Brown K., Place S.  
Psychopharmacology Bulletin 2002; 36: 100-107

- 2001 Citalopram in Adolescents with Mood and Anxiety Disorders: A Chart Review.  
Presented at the Annual Meeting of the American Psychiatric Association,  
New Orleans, LA 5/9/2001
- 2001 Citalopram in Adolescents with Mood and Anxiety Disorders.  
Presented at the Annual Meeting of NCDEU,  
Phoenix, AZ 5/29/2001
- 2001 Citalopram in Adolescents with Mood, Anxiety, and Comorbid Conditions.  
Presented at the Annual Meeting of the American Psychiatric Association 2001  
Institute on Psychiatric Services,  
Orlando, FL 10/11/2001

## **HONORS AND OFFICES HELD**

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### **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

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### **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

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### **CERTIFICATIONS**

- Board Certified General Psychiatry  
American Board of Psychiatry and Neurology, #43597
- Board Eligible, Child and Adolescent Psychiatry

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### **LICENSES**

- New Hampshire, Maine, South Carolina, Florida, Louisiana

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary Amount Paid from this Contract
Vic Topo	CEO	\$47,500
Diana Lachapelle	VP - CFO	\$37,750
Steve Arnault	VP Operations & Quality	\$40,500
Kenneth Brown	Medical Director	\$81,500

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Lori A. Sabinette  
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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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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
<b>TOTALS</b>	<b>\$2,709,675</b>	<b>\$7,288,975</b>	<b>\$9,998,650</b>	<b>\$1,799,480</b>	<b>\$4,486,300</b>	<b>\$16,284,430</b>

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.

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
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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 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 177222-8004)**

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				\$181,533	\$93,472	\$255,005

**West Central Services DBA West Central Behavioral Health (Vendor Code 177654-8001)**

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				\$181,533	\$93,472	\$255,005

**Lakes Region Mental Health Center, Inc. DBA Genesis Behavioral Health (Vendor Code 154480-8001)**

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 177610-8005)**

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				\$181,533	\$93,472	\$255,005

**Community Council of Nashua, NH (Vendor Code 154112-8001)**

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 177184-8001)**

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				\$181,533	\$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				\$181,533	\$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:

**06-95-92-922010-4117 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 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.

The Mental Health Center for Southern New Hampshire  
d/b/a Center for Life Management  
SS-2020-DBH-01-HOUSE-10-A02

A:S-1.0

Page 1 of 4

Contractor Initials   
Date 6/15/2021

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

ED005604C03442

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

ED005604C03442

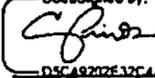
Name: Vic Topo

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:  
  
\_\_\_\_\_  
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:

**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 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.

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



**Exhibit A**

- 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.



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

**Exhibit A**

- 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

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



**Exhibit A**

- 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.

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



**Exhibit A**

- 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. Glenclyff 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

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



**Exhibit A**

- 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

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



**Exhibit A**

- 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



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

**Exhibit A**

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.



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

**Exhibit A**

- 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.



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

**Exhibit A**

- 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.



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

**Exhibit A**

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- 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 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	\$ 18,543	\$ -	\$ 18,543	\$ -	\$ -	\$ -	\$ 18,543	\$ -	\$ 18,543
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	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800
Postage	\$ 300	\$ -	\$ 300	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300
Subscriptions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Audit and Legal	\$ 450	\$ -	\$ 450	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450
Insurance	\$ 800	\$ -	\$ 800	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800
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 state mandatory):	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Criminal Record Checks	\$ 1,000	\$ -	\$ 1,000	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000
Child Funds	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Rental Vouchers	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
14. Admin	\$ 10,015	\$ -	\$ 10,015	\$ -	\$ -	\$ -	\$ 10,015	\$ -	\$ 10,015
<b>TOTAL</b>	<b>\$ 93,472</b>	<b>\$ -</b>	<b>\$ 93,472</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 93,472</b>	<b>\$ -</b>	<b>\$ 93,472</b>

Indirect As A Percent of Direct 0.0%

603-271-4332

mac

13



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

Lori A. Shabinette  
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-851-3345 Ext. 9544

Katja S. Fox  
Director

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.	\$331,628		\$6,851,601	\$76,979			\$7,697,580

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and the Honorable Council  
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Monadnock Family Services	\$158,800		\$6,678,775	\$2,733			\$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	Total Shared Price Limitation \$8,519,975	\$6,678,775	\$2,733	Increase to Shared Price Limitation \$769,000	Total Shared Price Limitation \$7,288,975	\$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			
<b>Total:</b>	<b>\$2,123,704</b>		<b>\$6,519,975</b>	<b>\$8,643,679</b>			<b>\$585,971</b>	<b>\$769,000</b>	<b>\$7,288,975</b>	<b>\$9,998,650**</b>
* 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

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

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
Page 4 of 4

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, HMS:  
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 154485-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	\$78,979	\$268,477
Sub-total				\$331,626	\$78,979	\$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	\$78,979	\$268,477
Sub-total				\$331,626	\$78,979	\$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, MHS:  
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**

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

This 1<sup>st</sup> 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

The Mental Health Center for Southern  
New Hampshire d/b/a CLM Center for  
Life Management

SS-2020-DBH-01-HOUSE-10-A01

Amendment #1

Page 1 of 5

Contractor Initials

Date

*[Signature]*  
10/13/20



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

- 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



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

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**

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

ED0022001C62412

Name: Katja Fox

Title: Director

The Mental Health Center for Southern New Hampshire  
d/b/a CLM/Center for Life Management

Date

10/13/20

Name: Vic Topo

Title: CEO



**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:

\_\_\_\_\_  
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: 11982B8D-30C8-471D-A57B-479E0B2C53CF

DocuSign Envelope ID: 11982B8D-30C8-471D-A57B-479E0B2C53CF

Exhibit B-2, Amendment #1 Budget

New Hampshire Department of Health and Human Services

Contribution from The Mental Health Center for Seabrook Area Incorporated  
 (Mental Health Center for Seabrook Area)  
 Budget Request for Funding Group: Seabrook Program Services  
 Budget Period: 07/01/2021 (July 1, 2021 - June 30, 2022)

Line Item	Original Budget	Amendment #1	Total Budget	Actual	Encumbrance	Balance
1.0000 - Personnel	18,142.00	-	18,142.00	15,142.00	-	3,000.00
1.0001 - Director	16,422.00	-	16,422.00	13,422.00	-	3,000.00
1.0002 - Assistant Director	-	-	-	-	-	-
1.0003 - Supervisor	-	-	-	-	-	-
1.0004 - Staff	-	-	-	-	-	-
1.0005 - Support Personnel	-	-	-	-	-	-
1.0006 - Consultant/Contractor	1,720.00	-	1,720.00	1,720.00	-	-
2.0000 - Supplies	-	-	-	-	-	-
2.0001 - Actual and	-	-	-	-	-	-
2.0002 - Lab	-	-	-	-	-	-
2.0003 - Pharmacy	-	-	-	-	-	-
2.0004 - Medical	-	-	-	-	-	-
2.0005 - Office	100.00	-	100.00	100.00	-	-
2.0006 - Travel	1,500.00	-	1,500.00	1,500.00	-	-
2.0007 - Occupancy	120.00	-	120.00	120.00	-	-
2.0008 - Utility Expenses	-	-	-	-	-	-
2.0009 - Telephone	100.00	-	100.00	100.00	-	-
2.0010 - Postage	100.00	-	100.00	100.00	-	-
2.0011 - Printing	100.00	-	100.00	100.00	-	-
2.0012 - Fuel and Local	100.00	-	100.00	100.00	-	-
2.0013 - Insurance	100.00	-	100.00	100.00	-	-
2.0014 - Rental Expense	100.00	-	100.00	100.00	-	-
2.0015 - Miscellaneous (Contractors)	100.00	-	100.00	100.00	-	-
2.0016 - Ballroom	100.00	-	100.00	100.00	-	-
2.0017 - Learning/Communications	-	-	-	-	-	-
2.0018 - Staff Education and Training	100.00	-	100.00	100.00	-	-
2.0019 - Information Management	-	-	-	-	-	-
2.0020 - Other (See State Financials)	-	-	-	-	-	-
2.0021 - Ground Maintenance	1,000.00	-	1,000.00	1,000.00	-	-
2.0022 - Other	-	-	-	-	-	-
3.0000 - Other	-	-	-	-	-	-
3.0001 - Ground Maintenance	1,000.00	-	1,000.00	1,000.00	-	-
3.0002 - Other	-	-	-	-	-	-
TOTAL	21,462.00	0.00	21,462.00	18,312.00	0.00	3,150.00

10/13/21



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

14 MAC

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

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-853-3345 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 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

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 2 of 4

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
<b>TOTAL</b>			<b>\$2,123,704</b>	<b>\$6,519,975</b>	<b>\$8,643,679</b>

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 HEALTH 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

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
Page 3 of 4

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 Hé-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 individual is placed on the Housing Choice Voucher wait list to when the individual 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.

His Excellency, Governor Christopher T. Sununu  
and His Honorable Council  
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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
			<i>Subtotal</i>	\$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
			<i>Subtotal</i>	\$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
			<i>Subtotal</i>	\$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
			<i>Subtotal</i>	\$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
			<i>Subtotal</i>	\$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	\$148,512
2021	102-500731	Contracts for program services	92204117	\$199,340
			<i>Subtotal</i>	\$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
			<i>Subtotal</i>	\$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
			<i>Subtotal</i>	<b>\$158,800</b>

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
			<i>Subtotal</i>	<b>\$158,800</b>

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
			<i>Subtotal</i>	<b>\$158,800</b>
<b>Total Family Support Services</b>				<b><u>\$2,123,704</u></b>

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
			<i>Subtotal</i>	<b>\$6,519,975</b>

Subject: Housing Bridge Subsidy Program Services (SS-2020-DBH-01-HOUSE-10)

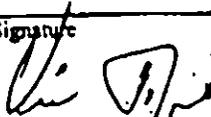
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. 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 Tsianneto 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 <del>New Hampshire</del> County of <del>Rodriguez</del> <u>Rockingham</u> On <u>Vic Topo</u> <sup>7/21/19</sup> 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 <u>Patrice L Helie</u>		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 <u>Patrice L Helie</u>			
1.14 State Agency Signature <u>Katy S Fox</u> Date: <u>8/2/19</u>		1.15 Name and Title of State Agency Signatory <u>Katy S Fox Director</u>	
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: <u>8/2/19</u>			
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

Date 7/27/19

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, formulas, 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 \$1,000,000 per 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 7/29/19

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.

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7/27/9

**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.

**New Hampshire Department of Health and Human Services  
Housing Bridge Subaldy Program Services**



**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.

*[Handwritten Signature]*  
Date: 7/29/19

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



**Exhibit A**

- 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.

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



**Exhibit A**

- 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.

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Date 7/29/19

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



**Exhibit A**

- 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.

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



**Exhibit A**

- 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.

*[Handwritten Signature]*  
Date 7/29/19

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



**Exhibit A**

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- 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.

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7/29/19



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 costs for 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 408. 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<sup>th</sup>) 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.

The Mental Health Center for Southern New Hampshire  
d/b/a CLM Center for Life Management

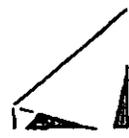
Exhibit B

Contractor Initials

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Date

7/29/19





**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](mailto: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.

*[Handwritten Signature]*  
7/29/19

Exhibit B-1 Budget

Housing Bridge Stability Program Services

New Hampshire's Department of Health and Human Services

Contractor Name: The Mental Health Center for Southeast New Hampshire  
 DBA CLM Center for Life Management  
 Budget Request for: Housing Bridge Stability Program Services  
 Budget Period: 07/19 (October 1, 2019 to June 30, 2020)

Line Item	Total Program Cost			Contractor Share / Match			Funded by DHD-Contract share		
	Object	Indirect	Total	Object	Indirect	Total	Object	Indirect	Total
1. Total Subcontract	41,354.00	-	41,354.00	-	-	-	41,354.00	-	41,354.00
2. Employee Benefits	12,497.00	-	12,497.00	-	-	-	12,497.00	-	12,497.00
3. Computers	-	-	-	-	-	-	-	-	-
4. Equipment	-	-	-	-	-	-	-	-	-
Direct	-	-	-	-	-	-	-	-	-
Travel and Transportation	-	-	-	-	-	-	-	-	-
Utilities/Communication	730.00	-	730.00	-	-	-	730.00	-	730.00
5. Supplies	-	-	-	-	-	-	-	-	-
Accounting	-	-	-	-	-	-	-	-	-
Lab	-	-	-	-	-	-	-	-	-
Pharmacy	-	-	-	-	-	-	-	-	-
Medical	-	-	-	-	-	-	-	-	-
Office	223.00	-	223.00	-	-	-	223.00	-	223.00
6. Travel	1,800.00	-	1,800.00	-	-	-	1,800.00	-	1,800.00
7. Occupancy	334.00	-	334.00	-	-	-	334.00	-	334.00
8. Capital Expenses	-	-	-	-	-	-	-	-	-
Telephones	770.00	-	770.00	-	-	-	770.00	-	770.00
Furniture	770.00	-	770.00	-	-	-	770.00	-	770.00
Sound/Video	-	-	-	-	-	-	-	-	-
Audio and Visual	334.00	-	334.00	-	-	-	334.00	-	334.00
Instruments	473.00	-	473.00	-	-	-	473.00	-	473.00
Room Expenses	-	-	-	-	-	-	-	-	-
Miscellaneous (Contingency)	373.00	-	373.00	-	-	-	373.00	-	373.00
9. Software	450.00	-	450.00	-	-	-	450.00	-	450.00
10. Membership/Conferences	-	-	-	-	-	-	-	-	-
11. Staff Education and Training	343.00	-	343.00	-	-	-	343.00	-	343.00
12. Subcontract/Agreements	-	-	-	-	-	-	-	-	-
13. Other (Special Agency Agreement)	-	-	-	-	-	-	-	-	-
Criminal Records Check	500.00	-	500.00	-	-	-	500.00	-	500.00
14. Admin	-	7,292	7,292	-	-	-	-	7,292	7,292
<b>TOTAL</b>	<b>60,783</b>	<b>7,292</b>	<b>68,075</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>60,783</b>	<b>7,292</b>	<b>68,075</b>

Report As A Percent of Cost

11.9%

Contractor Name

7/23/19

Exhibit B-2 Budget

Massing Bridge Safety Program Services

New Hampshire Department of Health and Human Services

Contractor name: The Bristol Health Center for Southern New Hampshire  
 OSA CLM Center for Life Management  
 Budget Request for: Massing Bridge Safety Program Services

Budget Period: 07/01 (July 1, 2023 - June 30, 2024)

Line Item	Total Program Cost			Contractor Share / Match			Funded by Other's contract share		
	Direct	Indirect	Total	Direct	Indirect	Total	Direct	Indirect	Total
1. Total Salary/Wages	\$ 25,144.00	\$ -	\$ 25,144.00	\$ -	\$ -	\$ -	\$ 25,144	\$ -	\$ 25,144.00
2. Employee Benefits	\$ 18,243.00	\$ -	\$ 18,243.00	\$ -	\$ -	\$ -	\$ 18,243	\$ -	\$ 18,243.00
3. Consultants	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
4. Equipment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
5. Travel	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
6. Rent and Maintenance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7. Professional/Registration	\$ 1,000.00	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000	\$ -	\$ 1,000.00
8. Supplies	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
9. Educational	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
10. LMO	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11. Pharmacy	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
12. Medical	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
13. Office	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
14. Travel	\$ 2,400.00	\$ -	\$ 2,400.00	\$ -	\$ -	\$ -	\$ 2,400	\$ -	\$ 2,400.00
15. Occupancy	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
16. Current Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
17. Telephone	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
18. Postage	\$ 300.00	\$ -	\$ 300.00	\$ -	\$ -	\$ -	\$ 300	\$ -	\$ 300.00
19. Reprographics	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
20. Audit and Legal	\$ 450.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -	\$ 450	\$ -	\$ 450.00
21. Insurance	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
22. Board Expenses	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
23. Miscellaneous (Continuity)	\$ 500.00	\$ -	\$ 500.00	\$ -	\$ -	\$ -	\$ 500	\$ -	\$ 500.00
24. Software	\$ 600.00	\$ -	\$ 600.00	\$ -	\$ -	\$ -	\$ 600	\$ -	\$ 600.00
25. Miscellaneous/Communications	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
26. Staff Education and Training	\$ 750.00	\$ -	\$ 750.00	\$ -	\$ -	\$ -	\$ 750	\$ -	\$ 750.00
27. Subcontractor/Agreements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
28. Other (specify details in attachment)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
29. Deleted Account Charge	\$ 800.00	\$ -	\$ 800.00	\$ -	\$ -	\$ -	\$ 800	\$ -	\$ 800.00
30. Admin	\$ -	\$ 9,722	\$ 9,722	\$ -	\$ -	\$ -	\$ -	\$ 9,722	\$ 9,722
<b>TOTAL</b>	\$ 81,817	\$ 9,722	\$ 91,539	\$ -	\$ -	\$ -	\$ 81,817	\$ 9,722	\$ 91,539

Contract No: 7/29/19

New Hampshire Department of Health and Human Services  
Exhibit C



**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. **Retrospective 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 Contractor's 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;

Exhibit C - Special Provisions

Contractor Initials *JS*

Date *7/29/19*

New Hampshire Department of Health and Human Services  
Exhibit C



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.

JS  
Date 7/29/19

New Hampshire Department of Health and Human Services  
Exhibit C



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 (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) 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

Exhibit C - Special Provisions

Contractor Initials

Date

  
7/29/19

New Hampshire Department of Health and Human Services  
Exhibit C



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO 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 EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

- 17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13168, 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 1988 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

12/9/13  
[Signature]

New Hampshire Department of Health and Human Services  
Exhibit C



- 
- 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.

✓  
12/29/19

New Hampshire Department of Health and Human Services  
Exhibit C-1



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

Vendor initials

Date 7/29/19

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

Vendor Name:

7/29/19  
Date

*Vic Topa*  
Name: VIC TOPO  
Title: PRESIDENT/CEO

Vendor Initials VT  
Date 7/29/19

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-4.)
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

[Signature]  
Name: VIC TUPO  
Title: PRESIDENT/CEO

New Hampshire Department of Health and Human Services  
Exhibit F



**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

✓  
2/29/15

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

- 13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 78, 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

*Vic Toff*  
Name: VIC TOFF  
Title: President / CEO

New Hampshire Department of Health and Human Services  
Exhibit G



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

The 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 subcontractors 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, 1685-88), 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. 13278 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations - Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

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

Exhibit G

Vendor Initials

*[Handwritten Signature]*

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

*[Handwritten Signature]*  
Date 2/29/19

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.

7/29/19  
Date

Vendor Name:

[Signature]  
Name: VIG TAP  
Title: PRESIDENT/CEO

Exhibit G

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

Vendor Initials [Signature]

Date 7/29/19

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:

7/29/19  
Date

  
Name: Vic Tobo  
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, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

3/2014

Vendor Initials

VA

Date 7/29/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

3/2014

Vendor initials   *W*  

Date   7/27/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

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

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

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

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

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

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.

3/2014

Vendor Initials

  
Date 7/29/14

New Hampshire Department of Health and Human Services



Exhibit I

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

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.528.
- 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

3/2014

Vendor Initials

*[Signature]*  
Date 7/27/19

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(6) Termination for Cause

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

(6) Miscellaneous

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

3/2014

Vendor Initials

Date 7/29/19

New Hampshire Department of Health and Human Services



Exhibit I

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

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

Department of Health and Human Services  
The State

Katja S Fax  
Signature of Authorized Representative

Katja S Fax  
Name of Authorized Representative

Director  
Title of Authorized Representative

8/2/19  
Date

Vic Topo  
Name of the Vendor

[Signature]  
Signature of Authorized Representative

VIC TOPO  
Name of Authorized Representative

PRESIDENT/CEO  
Title of Authorized Representative

7/29/19  
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:

7/29/11  
Date

[Signature]  
Name: VIC TORO  
Title: President / CEO

Vendor Initials

[Initials]  
Date 7/29/11

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.

- The DUNS number for your entity is: 085572541
- 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:

- 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:

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

Name: Vic Tapp, CEO                      Amount: \$160,854

Name: Michael Bergeron, CEO                      Amount: \$132,674

Name: Steve Accountt, COO                      Amount: \$118,821

Name: Patrick Ulmer, CTO                      Amount: \$118,821

Name: \_\_\_\_\_                      Amount: \_\_\_\_\_

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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

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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

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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

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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.).

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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 Department's 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

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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.

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- 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

*W*  
7/29/19

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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